

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: March 15, 2005
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Public Hearing and Second Reading of Ordinance 2005-05, "THE 2004-2005 SUPPLEMENTAL APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY".

BACKGROUND OR HISTORY:

Actions of County Council and staff, and other unanticipated expenditures during the first seven months of the current fiscal year have added, changed or modified various projects, revenues and expenditures for which funds may be formally appropriated and balanced. Further, economic and business conditions have caused some positive fluctuations in revenues in various line-items of the current fiscal year 2004-2005 county budget.

The County Administrator and the Finance office have completed the Proposed Supplemental Budget document to account for these changes and to re-balance the budget where necessary. The Budget & Finance Committee also plans to conduct a workshop meeting regarding this issue at 10:00 a.m., Tuesday, March 15, 2005, just prior to the council meeting that same day.

This is a routine, annual action to have council review and confirm all necessary current year projects, and needed mid-year budget adjustments.

SPECIAL CONSIDERATIONS OR CONCERNS:

Please note at Roman numeral Section IV of the attached ordinance, that we recommend the adoption of a miscellaneous efficiency procedure in the processing of paperwork when various short-term services are engaged. This will decrease the clerical burdens associated with securing temporary employees through Columbia Staffing.

STAFF RECOMMENDATION:

Staff recommends that a public hearing be conducted and that this ordinance be approved on second reading.

Staff recommends that Tuesday, April 5, 2005, (our normal meeting time) be set as the date for County Council to conduct the third and final reading of this ordinance.

FINANCIAL IMPACT:

See Attached narrative and proposed line-item budget.

ATTACHMENTS:

Executive Summary
Ordinance #2005-05
Exhibit "A" of Ordinance #2005-05 (Detail)

Submitted or Prepared By:



Gary Wright, County Manager

Reviewed By, Initials:

Approved for Submittal to Council:



Ron H. Rabun, County Administrator

 N/A County Attorneys PL/GR Finance N/A Other
C: Clerk to Council

OCONEE COUNTY, SOUTH CAROLINA
ORDINANCE 2005-05 SUPPLEMENTAL APPROPRIATIONS
EXECUTIVE SUMMARY

General Considerations

The accompanying line-item schedule was prepared with strict adherence to the following principles:

- 1- The supplemental budget process is intended to make adjustment for changes, modifications, and unforeseen circumstances related to the original intent of the County Council, and to make formal appropriation and changes to estimated revenues based upon the expressed wishes of County Council since the time at which the original budget ordinance was prepared.
- 2- Care has been taken with this supplemental budget to avoid entering a wholesale second budgeting cycle, as has been the case in past years. There are no significant new expenditures, nor staffing level decisions included.
- 3- Care has also been taken to balance the required net increases in expenditure with conservative estimates of additional revenue. Total additional projected general fund revenue is \$834,121. The budgets have been balanced with these additional revenues, and therefore without need for the use of fund balance.

Specific Information

The following information is provided to explain significant components of the line-item entries in the general fund, as follows:

- A. **Salaries and related benefit expenditures** – Each listed change in appropriation is the result of either a decision of County Council, a decision of the Interim Administrator, a retirement or other termination of employment, or a noted opportunity to use vacancy savings to offset the additional expenditures. Several new or increased positions were requested by the department heads and elected officials for the supplemental budget, but these have not been included and are not suggested if we are to be consistent in the application of the principles listed above. The total increase in expenditures for salary and fringe benefits, net of savings from position vacancies is \$ 71,162.
- B. **Postage** – The original budget did not contemplate the additional cost of a postage machine lease. We have picked up then, and include in the supplemental budget, additional costs of \$50,000.
- C. **Energy expenditures** – There are additional funds required to adequately fund automobile and facility repairs, and fuel, as well as certain utility costs. These additions are required by the combination of a period of rising energy costs, coupled with a decision to fund these costs at a very conservative level in the original budget. Total included additions related to these energy expenditures and maintenance costs are \$ 155,000. Due to rising petroleum prices, gas, diesel, and fuel oil purchases constitute \$80,000 of this amount for the general fund.

- D. **Departmental requests** – Several small departmental requests are included in such areas as a telephone line, mandated seminar, etc., that amount to a total of \$3,496 spread across all departments of the county. Also, the Legislative Delegation has requested a total of \$1,000 additional travel and operational funds.
- E. **Detention Center requests** – The Director of the Detention Center has requested additional funds in the amount of \$60,000 for medical expenditures and \$20,000 for additional overtime and related expenditures. While estimates are often very difficult to predict, the County Administrator recommends a reduced amount of \$32,000 for medical and \$15,000 for overtime. The medical is increased to recognize the increase in inmate population as well as significant and unforeseen illness among that population.
- F. **Communications requests** – The Communications Director has requested additional \$6,700 for overtime related to the move to the new Law Enforcement Center and the required operation of parallel 9-1-1 systems (included in Item A, above), while providing training and consulting on the new equipment prior to switch-over to the new system at \$4,000 additional for professional. The director also requests additional \$13,000 telecommunications funds for higher than expected cellular use by primarily undercover officers in field operations, and includes a trunk line and other land-line expenditures for the 911 center and Sheriff's office not foreseen at the time of the original budget.
- G. **Administrator capital requests** – The County Administrator requests that \$75,000 in funding be appropriated to purchase an incinerator for use in the disposal of animals, as our landfill space for such disposals has become filled and no viable alternative solution has been found. If purchased, the incinerator can also be used by the Sheriff's Office to properly dispose of certain drugs and other unneeded evidence. The Administrator also requests approximately \$25,000 for a Ford sedan so that he may transfer the four-wheel drive Ford Explorer to the Public Works Director/County Engineer. The current inventory of pickup trucks in the Road Department are quite old with very high mileage.
- H. **Information Technology** – Included in this budget is a request that we defer and remove from this budget the Probate Court imaging project included in the detailed justification for account number 010-711-50840-0000. This results in a decrease in expenditures of \$50,000.
- I. **Professional fees** – At the beginning of the fiscal year we started with \$419,000 in consultant fees (Professional) in the general fund. Only approximately \$160,000 presently remains. It is recommended that an additional \$100,000 be provided as a prudent measure, given the large number of issues currently under consideration (sewer bond issue study, infrastructure planning) and potential litigation in the courthouse construction project and various labor matters which are collectively expected to require additional fees to be incurred.
- J. **County Council decisions** – Since July 1, 2004, County Council previously directed that energy costs for the new Law Enforcement Center should be managed by the Building Maintenance Department. Consequently, this supplemental budget provides that these expenditures will be shown in the Building Maintenance cost center. Also, County Council directed that funds originally appropriated for the Humane Society be allocated among various

REVISIT

Public Works

DELETED
on 1/17/14

75000
Total Admin

Annual Control line-item expenditure accounts, that Phase II of the GIS project should be funded at \$290,000, and that certain contractual obligations related to the employment of the County Administrator be funded at a cost of \$60,500.

- K. **Other fund changes** – Special Revenue Funds have been increased (both revenue and corresponding expenditures) for changes in estimates. The council directed that the Solid Waste fund make capital expenditures totaling \$41,362 to be paid from the equipment replacement designated fund to pay for a super duty truck and engineering expenditures, and Council approved the purchase of land adjacent to the landfill at a cost of \$183,611. Both Solid Waste and the Rock Quarry have incurred additional insurance costs (\$9,875 and \$6,300, respectively), and both require additional expenditures for diesel fuel in the amount of \$20,000 for Solid Waste and \$40,400 for the Rock Quarry.

Unfunded Requests:

As county departments and agencies became aware that a supplemental appropriations ordinance was being prepared, a few prepared requests for additional employees, or for additional funding. These expenditures, as well as other potential additions which have been voiced in public and private meetings have not been recommended by the County Administrator, as they would constitute a break with the philosophy that this should be an adjustment process, and not provide a "second bite at the apple."

Additional Revenue for Additional Expenditures

The primary sources of funding for this supplemental budget are \$428,739 in unanticipated revenue from the return of funds invested in the old Tri-County landfill project; \$239,838 in additional State Aid to Subdivisions revenue; and additional revenue from the Register of Deeds in the amount of \$100,000. Several other small adjustments totaling \$96,700 provide the remainder of the needed revenue to balance the general fund budget and a portion of the solid waste expenditures.

**OCONEE COUNTY COUNCIL
ORDINANCE 2005-05**

BE IT ORDAINED, by Oconee County Council in Council duly assembled, upon third and final reading:

SECTION I:

This Ordinance shall be known as: "THE 2004-2005 SUPPLEMENTAL APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY".

SECTION II:

The purpose of this Ordinance is to amend and modify the 2004-2005 APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY, Ordinance 2004-12 and to make appropriations, both supplemental and primary, from current revenue for the remaining portion of fiscal year 2004-2005 and to transfer funds from department accounts to other authorized uses as stated hereat and to implement, approve and ratify the policies and programs authorized by the Oconee County Council, and other matters relating thereto.

SECTION III:

The modifications set forth on Exhibit A attached hereto are approved. In the aggregate, the adopted fiscal year 2004-2005 general fund budget stands at \$35,403,797. If these changes are adopted as recommended, the new, amended budget will be \$36,237,918.

SECTION IV:

It shall be the policy of this county that certain temporary employees shall be engaged under contract terms of agreements with third-party providers. Such engagements shall be herein authorized to maintain staffing levels at the discretion of the department head, with the consent of the County Administrator, and County Council approval of related line-item transfer to the Professional services account which shall be charged will not be required. It is the intent of this provision to allow for such professional services contract payments to be aggregated with the related compensation accounts when evaluating compliance with line-item budget appropriations.

SECTION V:

Unless specifically modified, amended or deleted herein, all appropriations of funds created by the "APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY" (Ordinance 2004-12) are hereby ratified and shall remain in full force and effect as originally adopted. All other sections of Ordinance 2004-12 not modified, directly or by implication shall likewise remain in full force and effect.

APPROVED ON THIRD & FINAL READING THIS 5th DAY OF APRIL, 2005.

H. Frank Ables, Jr.
Chairman
Oconee County Council

Attest:

Opal O. Green, Clerk to Council

OCONEE COUNTY						
LINE-ITEM SCHEDULE - SUPPLEMENTAL APPROPRIATIONS ORDINANCE						
ORDINANCE 2005-05						
ACCOUNT						ADJUSTMENT INCREASE (DECREASE)
10	101	10112	460	SCHOOL RESOURCE OFFICER		955
10	101	10112	461	SCHOOL RESOURCE OFFICER		(4,610)
10	101	10110	468	DEPUTY II		22,875
10	101	10112	478	SCHOOL RESOURCE OFFICER		(1,035)
10	102	10110	504	EVT MECHANIC		(20,597)
10	105	10110	55300	EMERGENCY MANAGEMENT DIRECTOR		2,024
10	105	10110	55301	ADMINISTRATIVE ASSISTANT		1,189
10	105	10110	55303	R SQUAD COORD / TRAINER		(8,295)
10	110	10110	1101	ANIMAL CONTROL OFFICER I		(17,982)
10	110	10110	1102	ANIMAL CONTROL SUPERVISOR		1,693
10	110	10110	1103	ANIMAL CONTROL OFFICER		27,580
10	110	10110	1104	ANIMAL SHELTER TECHNICIAN		21,900
10	110	10110	1105	ACCOUNT CLERK I		20,042
10	202	10110	1800	PRT DIRECTOR		(11,290)
10	206	10110	1024	RECEPTIONIST		(25,133)
10	301	10110	1700	COUNTY ASSESSOR		5,439
10	504	10110	1600	DEPUTY SOLICITOR		8,767
10	504	10110	1602	ADMINISTRATIVE ASSISTANT		1,437
10	504	10110	1606	ASSISTANT SOLICITOR		3,011
10	504	10110	1608	SECRETARY II		1,570
10	504	10110	1610	ADMINISTRATIVE ASSISTANT		11,718
10	509	10110	6006	MAGISTRATE COURT CLERK		25,133
10	509	10110	6011	MAGISTRATE COURT CLERK		2,489
10	601	10110	2207	EQUIPMENT OPERATOR I		(12,901)
10	601	10110	2211	ROADS & BRIDGES SUPERINTENDENT		(4,160)
10	601	10110	2234	RIGHT OF WAY SPECIALIST		7,271
10	702	10110	3709	BUILDING CODES INSPECTOR III		1,322
10	708	10110	3604	DEPUTY FINANCE DIRECTOR		(1,227)
10	710	10110	2801	HUMAN RESOURCES DIRECTOR		2,869
10	711	10110	3801	INFORMATION TECHNOLOGY DIRECTOR		(9,955)
10	711	10110	3804	DATABASE ADMINISTRATOR		5,362
10	711	10110	3815	ACCOUNT CLERK I		(13,107)
10	717	10110	4200	ADMINISTRATOR		24,529
10	720	10110	900	AIRPORT DIRECTOR/COUNTY ENGINEER		(10,389)
10	104	10210	0	OVERTIME/COMP SAL/FRINGE		6,700
10	101	20013	0	SOCIAL SECURITY		1,391
10	102	20013	0	SOCIAL SECURITY		(1,576)
10	105	20013	0	SOCIAL SECURITY		(388)
10	110	20013	0	SOCIAL SECURITY		4,073
10	202	20013	0	SOCIAL SECURITY		(864)
10	208	20013	0	SOCIAL SECURITY		(1,922)
10	301	20013	0	SOCIAL SECURITY		417
10	504	20013	0	SOCIAL SECURITY		2,028

OCONEE COUNTY					ADJUSTMENT
LINE-ITEM SCHEDULE - SUPPLEMENTAL APPROPRIATIONS ORDINANCE					INCREASE
ORDINANCE 2005-05					(DECREASE)
ACCOUNT					
10	509	20013	0	SOCIAL SECURITY	2,114
10	601	20013	0	SOCIAL SECURITY	(748)
10	702	20013	0	SOCIAL SECURITY	102
10	708	20013	0	SOCIAL SECURITY	(93)
10	710	20013	0	SOCIAL SECURITY	220
10	711	20013	0	SOCIAL SECURITY	(1,354)
10	717	20013	0	SOCIAL SECURITY	5,702
10	720	20013	0	SOCIAL SECURITY	(794)
10	101	20014	0	RETIREMENT	1,946
10	102	20014	0	RETIREMENT	(1,410)
10	105	20014	0	RETIREMENT	(348)
10	110	20014	0	RETIREMENT	3,647
10	202	20014	0	RETIREMENT	(773)
10	206	20014	0	RETIREMENT	(1,721)
10	301	20014	0	RETIREMENT	373
10	504	20014	0	RETIREMENT	1,816
10	509	20014	0	RETIREMENT	1,893
10	601	20014	0	RETIREMENT	(670)
10	702	20014	0	RETIREMENT	91
10	708	20014	0	RETIREMENT	(84)
10	710	20014	0	RETIREMENT	197
10	711	20014	0	RETIREMENT	(1,212)
10	717	20014	0	RETIREMENT	1,681
10	720	20014	0	RETIREMENT	(711)
10	101	20015	0	WORKERS COMPENSATION	520
10	102	20015	0	WORKERS COMPENSATION	(791)
10	105	20015	0	WORKERS COMPENSATION	(400)
10	110	20015	0	WORKERS COMPENSATION	709
10	202	20015	0	WORKERS COMPENSATION	(382)
10	206	20015	0	WORKERS COMPENSATION	(64)
10	301	20015	0	WORKERS COMPENSATION	124
10	504	20015	0	WORKERS COMPENSATION	81
10	509	20015	0	WORKERS COMPENSATION	70
10	601	20015	0	WORKERS COMPENSATION	(671)
10	702	20015	0	WORKERS COMPENSATION	30
10	708	20015	0	WORKERS COMPENSATION	(3)
10	710	20015	0	WORKERS COMPENSATION	7
10	711	20015	0	WORKERS COMPENSATION	(77)
10	717	20015	0	WORKERS COMPENSATION	557
10	720	20015	0	WORKERS COMPENSATION	(290)
10	101	20016	0	HEALTH INSURANCE	1,887
10	102	20016	0	HEALTH INSURANCE	(3,234)
10	105	20016	0	HEALTH INSURANCE	(2,156)

OCONEE COUNTY					
LINE-ITEM SCHEDULE - SUPPLEMENTAL APPROPRIATIONS ORDINANCE					
ORDINANCE 2005-05					
ACCOUNT					ADJUSTMENT INCREASE (DECREASE)
10	110	20016	0	HEALTH INSURANCE	4,852
10	202	20016	0	HEALTH INSURANCE	(1,347)
10	206	20016	0	HEALTH INSURANCE	(3,234)
10	302	20016	0	HEALTH INSURANCE	270
10	504	20016	0	HEALTH INSURANCE	539
10	509	20016	0	HEALTH INSURANCE	3,773
10	601	20016	0	HEALTH INSURANCE	(3,504)
10	711	20016	0	HEALTH INSURANCE	(3,504)
10	720	20016	0	HEALTH INSURANCE	(808)
10	302	30080	0	DUES, ORGANIZATIONS	40
10	302	30084	0	SCHOOL/SEMINAR/TRAINING/MTG	1,756
10	302	40032	0	OPERATIONAL	500
10	704	80717	0	ADMINISTRATOR RECRUITMENT	40,000
10	717	20030	0	HOUSING ALLOWANCE	12,000
10	717	20031	0	DEFERRED COMPENSATION	8,500
10	306	30041	0	TELECOMMUNICATIONS	300
10	709	40033	0	POSTAGE	50,000
10	735	30018	0	TRAVEL	200
10	708	30018	0	TRAVEL	350
10	713	30018	0	TRAVEL	350
10	721	80105	0	AUTOMOBILE MAINT - EMERG MGMT	1,000
10	721	80110	0	AUTOMOBILE MAINT - ANIMAL CONTROL	3,000
10	721	80206	0	AUTOMOBILE MAINT - LIBRARY	1,800
10	721	80714	0	AUTOMOBILE MAINT - PUBLIC BUILDINGS	2,000
10	721	80717	0	AUTOMOBILE MAINT - ADMINISTRATOR	2,000
10	721	80720	0	AUTOMOBILE MAINT - AIRPORT	4,500
10	721	81999	0	GASOLINE - CONTINGENCY	35,000
10	721	82999	0	DIESEL - CONTINGENCY	22,000
10	106	30042	0	GAS & FUEL OIL	(2,580)
10	106	30043	0	ELECTRICITY	(45,000)
10	106	30044	0	WATER/SEWER/GARBAGE	(8,580)
10	201	30042	0	GAS & FUEL OIL	1,500
10	201	30043	0	ELECTRICITY	600
10	201	30044	0	WATER/SEWER/GARBAGE	400
10	714	84106	0	GAS & FUEL OIL DETENTION CENTER	6,500
10	714	84110	0	GAS & FUEL OIL ANIMAL SHELTER	2,500
10	714	84510	0	GAS & FUEL OIL COURTHOUSE (NEW)	12,000
10	714	85106	0	ELECTRICITY DETENTION CENTER	72,000
10	714	85110	0	ELECTRICITY ANIMAL CONTROL	1,500
10	714	85408	0	ELECTRICITY SENECA HEALTH DEPT	3,000
10	714	85734	0	ELECTRICITY COMMERCE CENTER	1,000
10	714	86106	0	WATER DETENTION CENTER	12,780
10	714	86110	0	WATER ANIMAL CONTROL	400

OCONEE COUNTY					
LINE-ITEM SCHEDULE - SUPPLEMENTAL APPROPRIATIONS ORDINANCE					
ORDINANCE 2005-05					
ACCOUNT					ADJUSTMENT INCREASE (DECREASE)
10	714	86733	0	WATER WELLS HWY (DAVCO)	500
10	106	30062	0	MEDICAL	32,000
10	106	10710	0	OVERTIME/COMP SAL/FRINGE	15,000
10	709	30025	0	PROFESSIONAL	100,000
10	711	60293	50045	GIS - PHASE II (FY05 CIP)	290,000
10	714	83110	0	BLDG MAINT ANIMAL SHELTER	500
10	714	83510	0	BLDG MAINT COURTHOUSE (NEW)	24,000
10	110	30022	0	MAINTENANCE BUI/DINGS/GROUNDS	100
10	110	30041	0	TELECOMMUNICATIONS	1,050
10	110	30044	0	WATER/SEWER/GARBAGE FOR MEDICAL WAS.	100
10	110	30062	0	MEDICAL	35,000
10	110	40032	0	OPERATIONAL	3,000
10	709	60767	0	CONTINGENCY	50,000
10	110	60233	0	OC ANIMAL SHELTER	(100,287)
10	110	50840	0	EQUIPMENT, CAPITAL EXPENDITURE	75,000
10	717	50870	0	VEHICLES/EQPMNT, CAPITAL EXPEND	25,000
10	711	50840	0	EQUIPMENT, CAPITAL EXPENDITURE	(50,000)
10	705	30018	0	TRAVEL	500
10	705	40032	0	OPERATIONAL	500
10	104	30025	0	PROFESSIONAL	4,000
10	104	30041	0	TELECOMMUNICATIONS	13,000
10	104	30042	0	GAS & FUEL OIL	1,600
10	81	810	20005	AID TO SUBDIVISION	(239,838)
10	80	805	10370	COMMUNICATION TOWER FEES	(6,000)
10	80	805	14100	REGISTER OF DEEDS	(100,000)
10	80	805	11100	DOG ADOPTION FEES	(8,500)
10	80	805	11101	CAT ADOPTION FEES	(1,500)
10	80	805	11104	ANIMAL CONTROL DONATIONS	(6,000)
10	80	805	11105	ANIMAL CONTROL COURT SETTLEMENTS	(700)
10	80	805	11711	GIS (MAP COPIES)	(5,000)
10	718	78170	0	TRANSFER TO/FROM S/W ENTERPRISE	(387,682)
10	80	805	10340	MISC INCOME	(70,000)
GENERAL FUND, NET (TO) FROM FUND BALANCE					0
13	82	830	41801	FAMILY COURT SEC 20-7-1315	(1,106)
13	501	60901	155	FAMILY COURT SEC 20-7-1315	1,106
13	81	810	11206	LIBRARY- EDUCATION LOTTERY FUND	(111,504)
13	81	810	11207	LIBRARY- FY04 LOTTERY SURPLUS	(50,000)
13	206	60206		LIBRARY LOTTER FUNDS (STATE)	111,504
13	206	60208	255	LIBRARY- FY04 LOTTERY SURPLUS	50,000
SPECIAL REVENUE, NET					-

OCONEE COUNTY							ADJUSTMENT
LINE-ITEM SCHEDULE - SUPPLEMENTAL APPROPRIATIONS ORDINANCE							INCREASE
ORDINANCE 2005-05							(DECREASE)
ACCOUNT							
16	718	10110	4949	CONVENIENCE CENTER CLERK			1,281
16	718	30086	0	P & L INSURANCE			9,875
16	718	50870	50034	VEHICLES/EQPMNT. CAP			32,572
16	718	50850	0	BUILDINGS, CAPITAL EXP.			8,730
16	721	82718	0	SOLID WASTE DIESEL			20,000
16	80	805	841	EQUIPMENT REPLACEMENT			(41,302)
16	80	805	10340	MISC INCOME			(426,739)
16	80	805	xxxxxx	POSTCLOSURE COSTS			(185,611)
16	725	60011	0	POSTCLOSURE COSTS SENECA			185,611
16	80	49170	49170	INTERFUND TRANSFERS - SOLID WASTE			397,583
SOLID WASTE, NET							-
17	719	10110	5400	DIRECTOR OF THE ROCK QUARRY			(8,300)
17	719	10110	5416	ACCOUNT CLERK I			(4,090)
17	719	30086	0	P & L INSURANCE			6,300
17	721	82719	0	ROCK QUARRY DIESEL			40,400
17	719	50841	0	EQUIPMENT REPLACEMENT			(34,400)
ROCK QUARRY, NET							2

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 03/15/2005

COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Three year renewal of Cart Systems Equipment, License and Software Agreements for Register of Deeds Office.

BACKGROUND OR HISTORY:

The Register of Deeds Office currently has a contract with Cart Systems for \$81,052.80 per year. Cart Systems provides land record management support for the Register of Deeds Office. These services include scanning, imaging, microfilm services, and archival backup of documents such as deeds, plats, and mortgages. These documents are made available to the public via a hard copy in the Register of Deeds Office, and via the County website.

With the proposed contract upgrade, our annualized costs will be reduced to \$42,804.00, plus incidentals. This cost includes manufacturer warranties, support, maintenance and software updates. The upgraded system will be less expensive because we will be able to remove old, outdated equipment that incurred high maintenance costs. We will also be able to use some of our existing hardware, thereby eliminating lease costs on currently leased equipment.

Cart Systems, Inc. is the authorized dealer for the upgrade. This renewal contract will update the system that is already in place in Register of Deeds Office.

SPECIAL CONSIDERATIONS OR CONCERNS:

Switching to the upgrade will

- Increase speed of system.
- Save \$38,251 per year over the previous contract.
- Web service will be more user friendly to the public.
- Mesh with the County's future GIS system.
- Allow existing, problematic and obsolete equipment to be replaced.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Motion to approve attached contracts with Cart Systems in the amount of \$42,804 per year.

FINANCIAL IMPACT:

Register of Deeds Office has the necessary funds approved in their budget for fiscal year 04/05.

ATTACHMENTS:

Contract for license and software agreement.
Contract for equipment lease agreement.

Submitted or Prepared By:



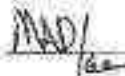
Dale Butts, Register of Deeds

Approved for Submittal to Council:

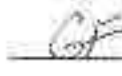


Ron H. Rabun, County Administrator

Reviewed By/ Initials:



Procurement



Finance

C: Clerk to Council

COMPUTER EQUIPMENT LEASE AGREEMENT

THIS COMPUTER LEASE AGREEMENT between COTT SYSTEMS, INC an Ohio corporation with principal offices at 350 East Wilson Bridge Road, Worthington, Ohio 43085 ("Lessor") and Oconee County with principal offices at Register Of Deeds, Oconee County Courthouse, 415 South Pine Street, Walhalla, SC 29691 ("Lessee") effective the _____ day of _____, 2005

1. **LEASE OF EQUIPMENT.** Lessor hereby leases to Lessee and Lessee hereby hires from Lessor those items of equipment designated on Exhibit "A" attached hereto and incorporated herein by reference upon the terms and conditions contained in this Agreement.
2. **TERMS OF LEASE.** This lease shall be for a term of 3 years commencing from the date of installation.
3. **RENEWAL OF LEASE.** Within ninety (90) days prior to the end of any lease term, Lessee may give written notice to Lessor of Lessee's desire to renew the lease and designate the equipment for which said lease is to be renewed.
4. **LEASE CHARGES.** Lease charges as set forth in Exhibit "A" are those currently in effect and shall not be changed during the term of the lease. In the event of any lease renewal, said lease charges shall be subject to renegotiation between Lessor and Lessee within sixty (60) days prior to renewal of the term.
5. **PAYMENTS.** Lease payments and all other charges shall be invoiced on the first day of each month and shall be due in full within thirty (30) days after the date of invoice. Payment shall be made by the Lessee to the Lessor at the address hereinabove designated, or at such other address as may be designated in writing to Lessee by Lessor. Service charges, subject to applicable law, not exceeding 1-1/2% per month, may be made on past due accounts.
6. **DELIVERY AND INSTALLATION.** Lessor shall deliver and install the equipment at such location as Lessee shall designate in writing within thirty (30) days prior to shipment, provided, however, in the event that Lessee fails to make such designation, then delivery shall be made at the address set forth above. Lessee shall pay Lessor an installation charge as set forth in Exhibit "A" at such time as Lessor shall certify to Lessee that the equipment has been delivered, installed and is ready for use.
7. **TRANSPORTATION CHARGES.** All transportation charges in connection with the delivery, installation and/or return of equipment shall be paid by Lessee.
8. **PREMATURE TERMINATION.** Lessee may terminate this Agreement on any anniversary date before the stated termination date, provided that Lessor shall be entitled to reimbursement for all costs incurred by Lessor due to the early termination. In the event of early termination, Lessor will refigure the monthly lease

rate based on equipment cost for the period of time the equipment was in use and shall notify Lessee of the balance due thereunder. Upon notice of said amount, Lessee shall have the right, within ten (10) days, to withdraw its termination notice and continue under the original Agreement of Lease.

9. **TAXES.** Lease payments are exclusive of all sales, use and similar taxes. Lessee shall be responsible for payment of all license fees, registration fees, assessments, charges, excise, and use taxes (municipal, state, and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the equipment. In the event that Lessee is exempt from all or some of the foregoing taxes, Lessee shall provide to Lessor a certificate of exemption.

10. **SITE PREPARATION.** Lessee shall be responsible for timely site preparation including but not limited to providing adequate electrical power for computer operation.

11. **LOCATION.** The equipment shall be delivered and thereafter kept by Lessee at the location specified in Exhibit "B" and shall not be removed therefrom without Lessor's prior written consent.

12. **RISK OF LOSS.** Lessee shall use the equipment in a careful and proper manner. During the period said items of equipment are in possession of Lessee, Lessee shall be responsible for all risks of loss or damage to the items of equipment.

In connection therewith, Lessee shall provide to Lessor a certificate or a full copy of its insurance policy covering said equipment, which policy must be written by an insurance company acceptable to and in a form acceptable to Lessor. In the event Lessee is self-insured, Lessee shall, to the extent permitted by law, hold Lessor harmless for any loss or damage caused or occurring to the equipment during the term of this Agreement and Lessee agrees to provide Lessor with a written statement of such self-insured coverage.

13. **WARRANTY.** The equipment, as delivered and installed, shall be subject only to the warranties provided with said equipment by the manufacturer of the equipment.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING MERCHANTABILITY OF THE EQUIPMENT OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR WARRANTIES ON THE PART OF THE LESSOR FOR DAMAGES INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES.

14. **ASSIGNMENT.** In the absence of Lessor's prior written consent, Lessee shall not assign, transfer, pledge, hypothecate or otherwise dispose of this Lease Agreement or the leased equipment, or sublet or lend the equipment. Any consent of the Lessor to any of the foregoing shall apply only to the instance in which given, and shall not be deemed a consent to any subsequent like action by Lessee or any other person. Without releasing the Lessor of any obligations hereunder, Lessor may assign this Agreement and mortgage, transfer, or otherwise dispose of the leased equipment, either in whole or in part, provided that any such action shall be subject of a notice to Lessee for information purposes only.

15. **MODIFICATIONS:** Lessee shall not make modifications to the equipment without the written consent of Lessor. Any equipment so modified must be returned to the original condition upon termination of the lease.

16. **MAINTENANCE AND SERVICE.** Lessor will enter into an Agreement with the computer manufacturer to maintain and service the equipment in accordance with the terms and provisions of said Agreement. All maintenance and service charges shall be invoiced with the monthly Lease Billing, as detailed in Exhibit "A". Lessor may, with written notice, pass along any maintenance increase as announced by the computer manufacturer. Lessor can not guarantee that equipment remaining in service from a prior lease agreement can be supported by the manufacturer throughout the life of this agreement.

17. **DEFAULT BY LESSEE.** If the Lessee shall default (a) in the payment of any sum of money hereunder beyond the 20th day from the due date, or (b) in the performance of any other of its obligations under this Agreement, or (c) be unable to meet its obligations as they become due, or is the subject of any proceeding under the Bankruptcy Act or becomes insolvent, or if any substantial part of the Lessee's property becomes subject to any levy, seizure, assignment, application or sale by any credit or governmental agency, then, in any such event and after receipt by the Lessee of written notice thereof from the Lessor, the Lessor shall have the right to exercise any one or more of the following remedies:

a) Terminate this Agreement;

b) Whether or not this Agreement is terminated, take immediate possession of any or all of the items of equipment, wherever situated, and for such purpose enter upon any premises without liability for so doing; and

c) Sell, dispose of, hold, use or lease any items of equipment as Lessor in its sole discretion may decide without any duty to account to the Lessee provided that such actions by Lessor are undertaken in a commercially reasonable manner in accordance with any applicable requirements of the Uniform Commercial Code as may then be in existence under the laws of the State of South Carolina.

d) The Lessor may, with or without repossessing the equipment, declare the entire unpaid lease due and payable immediately by giving written notice thereof to the Lessee.

e) Lessor may pursue any other remedy at law or in equity.

18. **EXPENSES OF COLLECTION.** Lessee, in addition to its other obligations under this lease, shall pay to the Lessor all costs and expenses, incurred by Lessor in enforcing any of the terms, conditions, or provisions of this lease.

19. **REMEDIES CUMULATIVE.** No right or remedy of the Lessor is exclusive of any right or remedy by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be enforced concurrently from time to time. No failure on the part of the either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver, nor shall any single or partial exercise by a party of any right or remedy hereunder preclude any other or further exercise of the same or any other right or remedy.

20. **TITLE TO EQUIPMENT.** All items of equipment shall remain the property of Lessor and may be removed by the Lessor at any time after termination of or default under this Lease Agreement. Lessee shall not remove or cause or permit to be removed from any equipment, any serial number, model, name, or any

other indicia showing ownership by Lessor nor shall Lessee remove or cause or permit to be removed any equipment from the point of installation. All items of equipment are, and shall at all times remain, separate items of personal property, notwithstanding the attachment or affixing to them of other items of equipment or to real property or building owned by Lessee.

21. **ADDITIONAL EQUIPMENT.** In the event that Lessee desires to lease additional equipment for which the need was not specified in Lessee's original request to Lessor, Lessee shall have the option of (a) adding said equipment to this Lease Agreement without changing the term of the lease provided that such equipment costs shall be factored in over the unexpired term of the lease, or (b) Lessee may negotiate with Lessor a new lease term for the additional equipment, provided, however, in the latter situation, if the additional equipment is not kept for the entire lease period as negotiated, Lessee shall pay a revised (increased) lease rate for the period of time the equipment is actually used.

22. **TERMINATION FOR NON-APPROPRIATION.** Licensee's obligations to pay any amounts due for those fiscal periods exceeding the current fiscal period are contingent upon legislative appropriation or approval of funds for that purpose. Notwithstanding the foregoing provision if for any fiscal year of this agreement Oconee County fails to appropriate or allocate funds for future periodic payments under the agreement, the Licensee will not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and the Licensee may terminate this agreement effective as of the end of said fiscal period for which funds have been appropriated (the termination date) by giving Licensor and its assigns sixty (60) days prior written notice of the termination.

23. GENERAL PROVISIONS.

a) **Governing Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of South Carolina.

b) **Entire Agreement.** This Agreement, together with its exhibits constitutes the entire understanding and agreement between the parties with respect to the subject matter herein. Any changes, modifications or alterations of this Agreement shall be effective only if in writing signed by both parties.

c) **Headings.** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

d) **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

e) **Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the parties to it and their respective legal representatives, successors and assigns.

f) **Waiver.** No failure of Lessor to exercise any power or right given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

g) Authority. By execution of the Agreement, Lessee represents and warrants that this Agreement has been properly approved and authorized in accordance with South Carolina law and the rules, regulations and procedures of Lessee, and that the parties signing on behalf of Lessee are authorized to bind Lessee to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement with effective date as set forth above.

LESSOR

COTT SYSTEMS, INC

By:

Eric H. Foreman
Eric H. Foreman

Its:

Vice-President, Sales

Date:

03/01/05

LESSEE

OCONEE COUNTY, SOUTH CAROLINA

By:

(Print Name)

Its:

Date:

Attest:

Daphne M. Wilson

Attest:

EXHIBIT "A"
LIST OF EQUIPMENT, INSTALLATION & START UP SUPPLIES

I. HARDWARE

DATABASE SERVER (1)

		<u>Warranty & Maintenance Terms</u>
374490-001	PROLIANT ML370 G4 RM XEON/3.2-1MB 1GB 1P	3YR NBD ONSITE
KITI-ML370/G	THIRD PARTY 1GB HP COMPAQ PRO 400MHZ KIT DL380(ML370) G4	90 DAYS DEFECT REPL
U4529E	CARE PACK 3YR 24X7 4HR HW PROLIANT ML370	UPLET MAINTENANCE TO 4HR FOR SERVER
286716-B22	146GB U320 SCSI HD HPLUG 10K RPM (DATA CHANNEL) (2)	3YR NBD ONSITE
273915-B21	SMART ARRAY 6402 CTRL 128MB 2CH U320 DDR	3YR NBD ONSITE
356544-001	HPLUG RPS KIT ML370 G4 775W 110/220V CORDS	3YR NBD ONSITE
225073-B21	REDUN HPLUG FAN OPT KIT FOR ML370	3YR NBD ONSITE
Q1543A	HP SURESTORE ULTRIUM 460 INTERNAL DRIVE	SUPPORT AGREEMENT
268351-B21	2CH U320 SCSI 64/133 PCI-X SCSI CTRL	90 DAYS DEFECT REPL
USR5685E	US ROBOTICS 56K EXTERNAL MODEM	2 YEAR LIMITED
SUA1000RM2L	SMART UPS 1000VA RM 2U 120V USB SER LIN RINT	2 YEAR REPAIR OR REPL

SCAN STATION (1)

USE EXISTING	VECTRA VL420 DT P4/1600 128MB 20GB	SUPPORT AGREEMENT
USE EXISTING	HP P1120 21" MONITOR	SUPPORT AGREEMENT
USE EXISTING	UPS SYSTEM	
USE EXISTING	SCSI CARD	
USE EXISTING	8.5X14 FUJITSU SCANNER	SUPPORT AGREEMENT
USE EXISTING	SCANNER CONSUMABLE KIT	

PRINT STATION (1)

USE EXISTING	LASERJET4100	SUPPORT AGREEMENT
USE EXISTING	JETDIRECT B10 (10/100Base-TX)	
USE EXISTING	DUPLEX OPTION	
USE EXISTING	64MB MEMORY	

SECURED PUBLIC RETRIEVE STATION (3)

USE EXISTING	VECTRA VL420 DT P4/1600 128MB 20GB	SUPPORT AGREEMENT
USE EXISTING	HP P1120 21" MONITOR	SUPPORT AGREEMENT
USE EXISTING	HECON PRINT CONTROLLER	

INDEXING STATION (2)

TLP-ELT3542-10300	ELTRON LABEL PRINTER (300 DPI)	1 YEAR LIMITED 90 DAY PRINT DEAD RETURN TO MFG
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EXHIBIT "A"
LIST OF EQUIPMENT, INSTALLATION & START UP SUPPLIES

2. INSTALLATION

INSTALL NETWORK & STAGING (4)
CABLES (4)
FREIGHT
HARDWARE/SOFTWARE INSTALL

3. STARTUP SUPPLIES

ULTRIUM 200GB DATA CARTRIDGE (15)
ULTRIM DRIVE CLEANING KIT
RECTANGLE LABELS FOR ELTRON 3742 1000/PHR RL (4)
RIBBON FOR ELTRON 2.52" x 244' (4)
USB CABLE FOR ELTRON (2)
FELLOW CD WALLET FEL-85104

MISCELLANEOUS

10/100 24 PORT MANAGED SWITCH (2) (Use Existing)
ELTRON LABEL PRINTER (300 DPI)

PAYMENT SCHEDULE

MONTHS 1-36	\$1,232 Per Month
MONTHLY MAINTENANCE	\$ 433 Per Month

EXHIBIT "B"

LOCATION OF EQUIPMENT

The undersigned Lessee hereby certifies that all equipment set forth in Exhibit "A" shall be located at:

Register of Deeds Office

Oconee County Courthouse

415 South Pine Street

Walhalla, SC 29691

END USER LICENSE AND SOFTWARE ASSURANCE AGREEMENT

THIS END USER LICENSE and SOFTWARE ASSURANCE AGREEMENT entered into this _____ day of _____, 2005, by and between COTT SYSTEMS, INC with principal offices at 350 East Wilson Bridge Road, Worthington, Ohio 43085 ("Licensor"), and Oconee County with principal offices at Register Of Deeds Oconee County Courthouse, 415 South Pine Street, Walhalla, SC 29691 ("Licensee").

RECITALS

Licensor is in the business of designing and leasing computer software for use by county and local governments and in connection therewith has developed the computer program described in Exhibit "A", a copy of which is attached hereto. Licensee desires to obtain a license to use the software program and provide for the support of the same, pursuant to the terms contained in this Agreement.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants and Licensee hereby accepts a non-exclusive, non-transferable right and license to the use of the software described in Exhibit "A" hereto within the United States. This licensed program in machine-readable form shall be for use solely on the central processing unit or units designated by type/serial number and its associated units ("CPU"), set out on Exhibit "B" attached hereto at the location set forth therein. In the event the CPU referred to in Exhibit "B" shall become inoperative due to malfunction, or, becomes unavailable due to the performance of maintenance or modification tasks, Licensee, upon giving written notice to Licensor, shall be permitted temporarily to use the software on a backup CPU until the licensed CPU is restored to operative status and processing of data already entered into the backup CPU shall have been completed. Licensee shall be permitted to make a copy of the software for backup purposes. In the event Licensee determines in its sole discretion to replace the CPU listed in Exhibit "B", Licensee may, upon notice to Licensor, transfer the subject software to the replacement CPU, provided such replacement CPU shall also be at the location set forth in Exhibit "B".

2. **LICENSE FEE.** Licensee hereby agrees to pay Licensor, an initial charge of \$ ~~0~~ and monthly consideration for the continuing grant of the subject license and Software Assurance, according to the schedule attached hereto as Exhibit "C", in consideration for the license and Software Assurance granted herein. This fee shall constitute payment in full for the license and rights herein specified during the term of this Agreement.

3. **TERM.** This Agreement and the license granted herein shall be effective from the date of installation and shall remain in full force and effect for a term of 3 years or, in the event that Licensee is also a

Lessee under a Computer Lease Agreement from Licensor (as Lessor), then and in that event said term shall be the same as the term set out in the Computer Lease Agreement.

4. **SOFTWARE ASSURANCE.** Software Assurance will include the services as outlined in Exhibit "D" ("Software Assurance"). Customers can use the toll free support line as much as required. A support modem will also be utilized for any corrections that are needed. Software Assurance will provide the Licensee the right to automatically receive, at no charge, new software releases that may be produced. Such software releases shall include, but are not limited to, all modifications to the existing version of the Software, which increase the speed, efficiency or ease of operation of the Software or add capabilities to or otherwise improve the functions of the Software.

5. **PAYMENTS.** License and Software Assurance payments and all other charges shall be invoiced on the first day of each month and shall be due in full within thirty (30) days after the date of invoice. Payment shall be made by the Licensee to the Licensor at the address hereinabove designated, or at such other address as may be designated in writing to Licensee by Licensor. Service charges, subject to applicable law, not exceeding 1-1/2% per month, may be made on past due accounts.

6. **TERMINATION.** In the event of a material breach of this Agreement by either party of any of its obligations hereunder, or, if Licensee is also a lessee under an above-referenced Computer Lease Agreement the terms of which have been breached by either party, the non-breaching party shall be entitled to terminate this Agreement and pursue all of its rights hereunder or at law or in equity. There shall be no right to termination by either party absent such a material breach. In the event of a breach of this Agreement by either party, written notice of the basis of such breach must be sent to the breaching party pursuant to the terms of this Agreement and such breaching party shall be granted ten (10) days to correct such material breach. In the event such material breach is not corrected within such ten (10) day period, this Agreement may be terminated, in the discretion of the non-breaching party, upon written notice of termination.

7. **BREACH OF AGREEMENT.** For purposes of this Agreement, material breaches of this Agreement shall include, but not be limited to the following actions: (i) Licensee's unauthorized duplication of the software or related documentation material; (ii) Licensee's unauthorized use, distribution or disclosure of any trade secrets of Licensor or other confidential materials of Licensor to third parties without consent of Licensor; (iii) Licensee's use of the software on CPU's not authorized pursuant to Exhibit "B", or (iv) breach by Licensee of its obligations under any Computer Lease Agreement between Licensee and Licensor.

8. **TAXES.** Licensing fees set forth herein are exclusive of all sales, use and similar taxes which may be levied as a result of the ownership, lease or use of the software, which taxes shall be the responsibility and obligation of the Licensee. If Licensee is exempt from all or some of said taxes, Licensee shall have the obligation to provide Licensor with a certificate of exemption.

9. **TRAINING.** Licensor will provide an instructor(s) for training to be conducted at Licensee's location, subject to the following:

- a. Licensor shall provide a maximum of (8) "person days" of training of the systems being licensed. "Person days" are measured by the number of Licensor training personnel utilized at Licensee's location multiplied by the number of days training is provided.

- b. Licensor will provide appropriate operator manuals for each application system being licensed hereunder, in electronic form.
- c. Licensor will provide on-site training in addition to that training set forth in (a) above, at the request of Licensee, at a rate of \$1,000.00 per "Person day" plus expenses.

10. **ACCEPTANCE.** Use of the software being licensed hereunder by Licensee following completion of the training specified in #9 above, shall constitute acceptance by Licensee of said software. Licensor will have an understanding by Licensee (either written or verbal) of the final specifications for the software provided to the Licensee. Licensee shall provide Cott notice (either written or verbal) that it has the complete understanding of the software products provided.

11. **ADDITIONAL SOFTWARE.** Licensor and Licensee agree that an "Addition" shall be defined as additional software "user" licenses for which the need was not specified in Exhibit "A". Licensor agrees that if Licensee requests an Addition, Licensee shall have the option of:

- a) Adding the Addition to this Agreement without changing the term of the Agreement by factoring in the costs of such Addition over the unexpired term of the Agreement, or
- b) Negotiating a new Agreement term for the Addition. If the Addition is not kept for the agreement periods as so negotiated, Licensee shall pay the full cost of such Addition factored in over the period of time, which said Addition was actually used.

12. **PATENT AND COPYRIGHT INDEMNIFICATION.** Licensor will defend at its expense any action brought against the Licensee to the extent that it is based upon a claim that licensed programs infringe a copyright in the United States or United States patent, subject to limitation of liability stated herein. Licensor will pay any costs and damages finally awarded against the Licensee in such action which are attributable to such claim, provided that Licensee notifies Licensor promptly in writing of the claim and Licensor is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. In the event that Licensee, as a result of a dispute regarding a proprietary right, is required to cease using the software (other than by reason of a temporary restraining order), Licensor shall either (i) modify the software so that Licensee's use hereunder ceases to be infringing or wrongful, or (ii) procure for Licensee the right to continue using the software. If, after reasonable efforts, Licensor is unable to achieve either (i) or (ii) above, either party shall have the right to terminate this Agreement upon ten (10) days written notice to the other.

13. **WARRANTY.** The licensed program will conform to Licensor's published Operator Manual shipped to Licensee. Sample data may be shipped with such licensed program to assure that the Licensee has received a valid copy. Such licensed program is distributed on an "as is" basis without warranty, except that Licensor will correct any deficiency in application software within thirty (30) days of notification by Licensee.

14. **LIMITATION OF LIABILITY.** THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Licensor will not be liable for any loss profits, or for any claim or demand against the Licensee by any other party, except a claim for patent or copyright infringement as provided herein. No action regardless of

form arising out of the transactions under this Agreement may be brought by either party more than one year after the cause of action has accrued, except that an action for nonpayment may be brought within one year after the date of last payment.

IN NO EVENT WILL LICENSOR BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. **CONTINGENCY OF WARRANTY.** The warranty provided for above is expressly contingent upon proper use and application of software in accordance with the user manual and does not apply if the software is modified or adjusted by anyone other than Licensor's authorized representatives. Said warranty shall not apply if the modification, adjustment or replacement of the software is required wholly or partially because of accidents, neglect or improper operating conditions. In addition, the warranty shall not cover malfunctions caused by defects in Licensee's associated equipment, software, terminals or networks.

16. **ASSIGNMENT.** Licensee may not assign or transfer its rights or obligations under this Agreement except in connection with the transfer of substantially all of the assets or equity interest of Licensee without the prior written consent of Licensor. Subject to sixty (60) days written notice to the Licensee, Licensor shall have the right to assign or transfer this Agreement or any of its interest herein (including without limitation rights and duties of performance) to any parent, subsidiary, or affiliate of Licensor or to any entity acquiring controlling equity interest in Licensor or acquiring substantially all of the assets of Licensor relating to the line of business represented by the software.

17. **TERMINATION FOR NON-APPROPRIATION.** Licensee's obligations to pay any amounts due for those fiscal periods exceeding the current fiscal period are contingent upon legislative appropriation or approval of funds for that purpose. Notwithstanding the foregoing provision if for any fiscal year of this agreement Oconee County fails to appropriate or allocate funds for future periodic payments under the agreement, the Licensee will not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and the Licensee may terminate this agreement effective as of the end of said fiscal period for which funds have been appropriated (the termination date) by giving Licensor and its assigns sixty (60) days prior written notice of the termination.

18. GENERAL PROVISIONS.

(a) **Unenforceable Terms.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall be valid and enforceable according to its terms.

(b) **Governing Law.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of South Carolina.

(c) **Entire Agreement.** This Agreement, together with its exhibits, constitute the entire understanding and agreement between the parties and there shall be no modifications, alterations, or changes in the absence of a writing signed by both parties.

(d) **Headings.** The subject headings of the various paragraphs are for purposes of convenience only and shall not be taken into consideration in interpreting the provisions of this Agreement.

(e) Counterparts. This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(f) Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties, their respective legal representatives, successors and assigns.

(g) Waiver. No failure of Licensor to exercise any power or right given Licensor hereunder, or to insist upon strict compliance by Licensee of any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Licensor's right to demand exact compliance with the terms hereof.

(h) Authority. By execution of the Agreement, Licensee represents and warrants that this Agreement has been properly approved and authorized in accordance with South Carolina law and the rules, regulations and procedures of Licensee, and that the parties signing on behalf of Licensee are authorized to bind Licensee to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement with effective date as set forth above.

LESSOR

COTT SYSTEMS, INC

By: Eric H. Foreman
Eric H. Foreman

Its: Vice-President, Sales

Date: 3/01/05

LESSEE

OCONEE COUNTY, SOUTH CAROLINA

By: _____

(Print Name)

Its: _____

Date: _____

Attest:

Rebecca M. Wilson

Attest:



EXHIBIT "A"

COMPUTER SOFTWARE PROGRAM

I) APPLICATION SOFTWARE

RESOLUTION level II (Small Business Edition) for South Carolina (3 users*)

- Indexing
- Imaging

Small Business Edition – Customers should only consider this edition of the software if they have limited need for user licenses. A maximum of (5) five users is supported. Additional users can only be supported by upgrading the Small Business Edition server license to the Enterprise Edition server license.

*A "user" is defined as a workstation that requires the Resolution client software on the desktop. Note: A workstation needing only the capability of searching and/or retrieving information is not considered a "user". The RESOLUTION suite of products has been designed to meet the requirements in South Carolina. Software modifications for specific customers are not offered. However, requests for enhancements from the users of the product will be evaluated on merit. If approved by Cott Systems the enhancements will be provided to all users.

II) SYSTEM SOFTWARE

MS GOV OPEN WINDOWS 2003 SERVER
WWF WIN 2003 SVR STD DISK KIT
GOV WIN SVR 2003 DEVICE CAL (7)
MS GOV 2000 SQL SERVER 1CPU (Use Existing)
MS GOV WWF SQL SRVR 2000STD DISK KIT (Use Existing)
LEAD TOOLS SERVER LICENSE (Use Existing)
LEAD TOOLS RUN TIME LICENSE (10) (Use Existing)
DABJA VIEWONE (Use Existing)
DABJA VIEWONE PRINT ACCELERATOR
BAR CODE SOFTWARE (Use Existing)
BACKUP EXEC NT/W2K V9.1 UPGRADE
BACKUP EXEC NT/W2K V9.1 SQL AGENT UPGRADE
ROXIO EASYCD CREATOR VERSION 7.0
PC ANYWHERE - HOST/REMOTE (Use Existing)
PC ANYWHERE - HOST (9) (Use Existing)

EXHIBIT "A"

COMPUTER SOFTWARE PROGRAM

III) SERVICES

DATA/IMAGE CONVERSION--All indexing data will be converted & loaded to the new system.

INTERNET CONSULTATION

PROJECT MANAGEMENT includes hardware configuration review, system design meeting by installation coordinator, system security review, integration review, historical data and/or image conversion consultation, and system documentation.

END USER SOFTWARE TRAINING (8 "PERSON DAYS" ON SITE)

EXHIBIT "A" Continued

RESOLUTION: Functional Overview

Our system consists of the following software modules: Records indexing, document imaging and an active server pages web interface. These modules are designed to provide a data/image flow that will follow a recorded instrument from acceptance to document archiving.

The operator may choose to index only the first grantor and grantee name or, if time permits, fully index the document listing all party names, legal description, etc. There are common data elements in both the cashiering and indexing modules including - but not limited to - date recorded, time, type of document, instrument number, parcel number, legal description, etc. Therefore, this information only needs to be entered once as those modules are fully integrated.

As soon as the transaction is completed by accepting proper payment, the index names are available for search denoted with an "Not Complete" status. The denotation will be dropped later when full indexing and proofing occur.

Reporting Functions. A full range of reports is available by report type, date range, and terminal ID number. Many reports are available in summary format and in detailed format. These reports will help provide cash balancing, deposit, and many other day-to-day functions. Complete audit trails are maintained for any transaction that has been voided.

1. Full Indexing and Proofing. This will accommodate completing the index information initiated at the cashiering station and proofing of the data. Working from the original documents, the operator will enter the instrument ID (book/page). By doing so, this will return to the screen all index information that was captured at the cashiering station.

Producing an accurate index is the primary goal for the indexing software. If errors are made in the index, the images will be difficult to retrieve. All documents are processed through a structured flow and managed in "units of work." These "units of work" will be given to multiple indexing clerks for simultaneous entry into the system. Status reports allow the supervisor to monitor the work of each individual and its status in the entry process. Each document must be cycled through the load, prooflist, correction, and "merge" processes before it is reported as "verified" in the index database.

Speed of entry is also important and is achieved with special copy features and name tables. Individual and firm tables are utilized for entry speed and, more importantly, for consistency of data entry. Unlimited grantor and grantee names can be added to the index as well as the description of property or other reference information.

2. Scanning, Storing, Retrieval, and Printing. Equipment will be installed for the functions of scanning, storing, retrieving, and printing of documents. All imaging-related workstations will use PCs that operate in the Windows environment.

The scanning subsystem will include one duplex scanner. This scanner has an automatic document feeder for scanning batch mode or one page at a time. This scanner also provides flatbed scanning capabilities for documents recorded folio style (hinged at the top). These documents can then be scanned using the flatbed

EXHIBIT "A" Continued

RESOLUTION: Functional Overview

scanner and need not be cut apart. The scanning software will read the barcode labels (created from the cashiering module) and automatically index the images to a unique image identification number. The scanning station personnel will perform a preliminary visual quality check of the images. Quality control software will allow the operator to add, delete, rotate, reshuffle images as needed. After acceptance of image quality, the image is then stored to the magnetic drive.

3. **Public Access -- Retrieval, and Index/Document Printing.** Installation of PC workstations and laser printers will provide public access to the index and images. The search interface is 100% web browser based. It provides the capability of using multiple search criteria to narrow the search (i.e., date, instrument type, kind code, party code, and partial name stem) without noticeably impacting the performance of the system. The system subscribes to an "index-to-the-index" philosophy. This provides the users with an online directory that tallies each unique occurrence of the stem selection criteria. By reducing the number of keystrokes and number of screens to be scrolled in conducting a search, we are able to provide increased efficiency to users.

4. **CD Creation.** The system will provide for the ability to export images to CD for distribution to interested parties and the creation of microfilm.

EXHIBIT "B"

LOCATION OF LICENSE USAGE

CPU Type/Serial No.

Location

PROLIANT ML370

Oconee County Register of Deeds
415 South Pine Street
Walhalla, SC 29691

EXHIBIT "C"

SCHEDULE OF LICENSE AND SOFTWARE ASSURANCE PAYMENTS

APPLICATION SOFTWARE

RESOLUTION level II (Small Business Edition) for South Carolina (3 users)

SYSTEM SOFTWARE (see Exhibit "A")

SERVICES (see Exhibit "A")

PAYMENT SCHEDULE

MONTHS 1-36

\$1,217 Per Month

MONTHLY SOFTWARE ASSURANCE

\$ 685

EXHIBIT "D"

SOFTWARE ASSURANCE

Cott Systems' Technical Support department is dedicated to providing our customers with premier customer service, comprehensive training programs, and on-going systems support and enhancements. Our initiatives enable our customers to operate their systems and services without the expense of on-site technical or data processing staff. Premier support is the hallmark of our commitment to our customers, and we take pride in our ability to serve our customers in an accurate, timely and responsive manner.

Hours/Holidays

Assistance is available Monday through Friday from 7:30 a.m. to 5:00 p.m. Eastern Standard Time. Cott Systems is closed on the following holidays:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving
Christmas Eve
Christmas

What can you expect from us?

To best serve our customers with their systems applications and day-to-day operations after the initial installation, we provide a toll-free Technical Support phone number.

We are able to assist our customers through dial-up modems that enable us to access their systems.

We strive to answer all calls within 120 seconds of being introduced into our phone system. Our Technical Support agents have indicators on their phones to alert them to any calls in the "queue" waiting answering. If a call is on hold for longer than 120 seconds, a second indicator is lit. During this "wait time" the phone system will provide periodic messages letting you know that our agents are still working with other customers and will be with you shortly.

If a question or problem cannot be resolved during the initial call, you will receive a Reference Number. This reference number is to be used if you need to call back to update our information or provide additional information regarding this call.

If a question or problem cannot be resolved during the initial call, you will receive a call back within 4 business hours, either providing you with a resolution, or providing you with a current status.

EXHIBIT "D" cont.

SOFTWARE ASSURANCE

At times, your call may not be of a nature that can be resolved by the Technical Support staff. If you are requesting information regarding a software or hardware upgrade or enhancement, you will be directed to your Sales Representative. The Technical Support agent with whom you are speaking will offer to relay your message to your Sales Representative, however, it will be up to your Sales Representative to resolve this question or issue. At other times, resolving your question or problem may involve members of our programming team. All information gathered by your Technical Support agent will be forwarded to our Programming Department. If they have further questions, or need additional information, you may be contacted and asked to provide this additional information. Technical Support will keep you informed as to the progress being made on your situation.

If you have a problem with a piece of Cott-supported hardware, the Technical Support agent working with your call will attempt to resolve the problem with you over the phone. This process may involve some "hands-on" troubleshooting on your part as we work through a process of elimination to determine the exact cause of the problem.

If a hardware problem requires that a service call be placed with the hardware vendor, the Technical Support agent working with you will place that call. Please refer to your contract for the specific terms of hardware support for each piece of equipment in your office.

What will Cott expect from you?

In order to provide the most efficient method of support to your system, we require a dedicated, working phone line for use with a modem.

A portable or cordless phone is necessary in an office environment where there is no phone line close to equipment we need to support. Often during support and troubleshooting, it is necessary to be able to talk to us on the phone while performing certain tasks on a piece of equipment. If there is no phone near that piece of equipment, this becomes very difficult both for your staff and for the Technical Support agent working with you. A cordless phone is an absolute necessity in this situation.

When placing a call to Technical Support, it is imperative that you supply an accurate explanation of the problem, providing as much detail as is relevant. You will need to be prepared to answer questions requested by Technical Support agent as he or she begins to resolve your situation.

In the event of hardware failure or malfunction, there may be times when you are requested to move equipment to assist in troubleshooting. While we certainly try to keep these situations to a minimum, we will need assistance of this kind periodically.

EXHIBIT "D" cont.

SOFTWARE ASSURANCE

If any equipment is going to be relocated within your office, moved to another location entirely, or will be affected by any remodeling projects, one week advanced notification is required to allow Technical Support sufficient time to prepare or make a Technical Support agent available to assist you.

EXHIBIT "F"

Page 1 of 6

OPTIONAL SERVICES

And please activate the following Optional Service Offerings:

- Data Audit Service - Fee: \$0.58 per instrument *
- Microfilm Service - Fee \$0.09 per image *
- Microfilm Storage Service - Fee: \$1.95 per roll of microfilm per year *
- Printout Services Quarterly & Annual Merged Printouts - Please send additional information regarding this service option.
- Backfile Conversion Service - Please send additional information regarding this service option.
- Re-indexing Service - Please send additional information regarding this service option.

* Pricing good for ninety (90) days from issue of this proposal.

EXHIBIT "E"

Page 2 of 6

OPTIONAL SERVICES

In addition to Cott's *Resolution* Service, it offers a wide range of Companion Service Options. All the service capabilities have been developed to assist elected officials in their presentation and preservation of indexed data and record images.

I. Audit Service. With your acquisition of *Resolution* you will have the option of forwarding CDs of images to Cott for creation of security microfilm. That operation can be combined with Cott's unique audit service.

On a regular basis your staff will send a CD that includes the indexed Land Records data. Our auditors will compare that information against actual copies of the recorded documents. We are viewing the documents as reflected on the CDs of record images that have also been forwarded to our offices.

Our auditors make a comparison of the critical elements of the indexed data that relate to the ability of a user to efficiently and accurately complete his search. They focus on the Date of Filing, Book/Page (and/or File Number), Kind of Instrument, Indexed Names and the correct assignment of parties as Grantors or Grantees. When questionable entries are identified, inquiries are forwarded to your staff. They have the opportunity to review the questions and immediately modify any instrument as it is reflected in your system database.

The charge for the Data Audit Service is \$0.58 per instrument.

II. Microfilm Service. We provide a service whereby Cott can create security, archival style microfilm from CDs of record images extracted from your database. On a regular basis your staff will create CDs of designated record images that can be forwarded to our offices.

The charge for creating the security, archival microfilm is \$0.09 per image (page)

EXHIBIT "E"

Page 3 of 6

OPTIONAL SERVICES

III. Microfilm Storage. Cott can store the security, archival style microfilm produced from your use of the *Resolution* service. We maintain a storage vault with Iron Mountain, the nationally recognized leader for storage and preservation of records, media and electronic data. We accept microfilm as prepared by Cott, or any prior vendor, and create a new catalog of the microfilm based on the information reflected on the storage box for each roll. As new microfilm is created, the rolls are forwarded for storage. You are provided with detailed reports that track the history and disposition of each roll of film designated for storage.

In December of each year you will be invoiced an annual fee for storage of the microfilm. The charge is based on the number of rolls in our possession at that time.

The charge for the Microfilm Storage Service is \$1.95 per roll per year.

EXHIBIT "E"

Page 4 of 6

OPTIONAL SERVICES

Cott also offers three additional Service Options where we can assist you in the operation of your office. Please contact your Marketing representative for additional information regarding the following Service Options:

IV. Printout Services. Cott can create Quality Style printouts of indexed data extracted from your database. On a regular basis your staff will create CDs of designated indexed data that can be forwarded to our offices.

Quarterly printouts of indexed data are generated within forty-eight (48) hours of receipt of the CD. The product is a laser printed, 8 1/2"x 14" printout. The printout reflects a strict alpha sort of the data.

Comparable Annual merged printouts of indexed data are generated. The information is exposed to Cott's unique data review procedures that incorporates both customized programs and manual examination of the sorted information. Upon request, in the production of the closed, annual, merged printouts, Cott can apply its unique data review procedures that allow for groupings of comparable names to produce a more user friendly index. Annual printouts include a Directory of names, the entry sheets encased in protective mylar sheets.

All costs associated with the delivery of the printouts are included with your monthly charge — binders, fileleaves, tabs, paper, labels, mylar sheets, shipping fees, etc. No additional charges are due upon delivery of any printout.

Please contact your marketing representative for additional information regarding this Service Option.

V. Backfile Conversion Service. Backfile Conversion is the process that allows you to digitally capture, store and retrieve documents. Conversions typically involve the scanning of paper documents or microfilmed documents to create a digitized image file. These digital images may be stored in an image library as single page TIFF images, with one image stored in each TIFF file, or grouped into multiple page TIFF images that correspond to the original multipage document, again presented as a single TIFF file.

Next, an index to the captured images must be created. This can be accomplished by matching the images against indexed data, or by keying information from an examination of the images. Finally, the converted TIFF files and associated indexing information must be uploaded to a system to allow for their retrieval.

OPTIONAL SERVICES

The benefits gained in performing a Backfile Conversion can be many, including:

- the reduction of storage space required for paper documents and microfilm
- the costs related to managing digital images are a fraction of those for paper documents
- the opportunities for a reduction in copying and shipping charges, because multiple users can examine the same document and digital images can be emailed as attachments or faxed directly from the system – or made available through internet delivery
- the reduction in costs through elimination of microfilm readers and reader/printers
- the availability of converted, indexed documents allows for the instant retrieval of information and it makes the same document available for simultaneous examination by multiple users - changes that make for improved customer service
- the improved workflow processes resulting from the use of easily transportable digital images
- the elimination of the "lost" document and the ability to replace a damaged record book, because imaging systems provide users with a copy of the image, not the original image
- the documents are in an electronic format and will not deteriorate over time
- the improved security because access to digital images can be easily restricted in a variety of ways – password protection, etc.
- and, if a requirement, security microfilm can be created from the digitized images

You can find answers to many of your questions on Backfile Conversion in comment available for review at our web site www.cottsystems.com – Noteworthy News: The Cott Perspective – Backfile Conversion.

Please contact your marketing representative for additional information regarding this Service Option.

EXHIBIT "E"

Page 6 of 6

OPTIONAL SERVICES

VI. Reindexing Service. Cott has been providing reindexing services to elected officials for over fifty years. Usually we work from microfilm to reindex the data found in the existing hard copy index books. The information is edited, loaded, verified and can be reproduced as a durable, more permanent hard copy index, or imported into an automated system where it can be searched and retrieved.

Cott has successfully reindexed data from hand-written index books that include information recorded prior to the Revolution War.

Please contact your marketing representative for additional information regarding this Service Option.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 15, 2005

COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Acceptance of PARD Grant in the amount of \$3000.00 for playground equipment for South Cove County Park.

BACKGROUND OR HISTORY:

County Council approved the PARD grant application on Sept. 7, 2004. Notice of award was received on March 3, 2005 from South Carolina Department of Parks, Recreation and Tourism.

SPECIAL CONSIDERATIONS OR CONCERNS:

This project must be completed by May 31, 2005 per SCPRT grant department.

STAFF RECOMMENDATION:

I recommend that this grant be accepted

FINANCIAL IMPACT:

Grant requires match of 20% of total project cost, minimum of \$750.00. There is \$2000 available for grant match for this project in line item 010-202-99998. The \$3000 grant will be in the form of a reimbursement upon completion of the project under expenditure code 013-202-92007-00255

ATTACHMENTS:

Letter of award, project agreement, letter of explanation

Submitted or Prepared By:


Jean H. Sullivan
Department Head/Elected Official

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

 N/A County Attorney

 CF Finance

 HS ~~GRANTS~~ GRANTS

C: Clerk to Council



601 High Road
Seneca, SC 29082
864 888 1408
parks@ocountyc.com

OCONEE COUNTY PARKS, RECREATION & TOURISM

The original grant request was for \$25,000 to purchase and install a play structure in the camping area of South Cove County Park. The amount awarded was only \$3000. This amount is well short of what is needed to complete the project as proposed. Because of this, we intend to replace the aging swing sets on the park as phase one of the project and re apply for additional funds.

Due to the fact that SCPRT must expend these funds or lose them, this project must be completed on our end by May 31, 2005. Because of the short notice and time frame of the awarding of the grant, I have not obtained official quotes for the project, but have researched prices through various catalogues. New swing sets can be installed in the camping area and day use/picnic area without exceeding the \$5000. available for this project.

The Oconee County Grants Administrator is aware of this project and has been kept apprised the status of the grant application and award.

If you have any questions or if I can be of any further assistance, please do not hesitate to contact me.

Sean McGuffee
Senior Park Superintendent
South Cove County Park
Oconee County PRT

South Carolina

Department of Parks, Recreation & Tourism

Recreation, Planning & Engineering Office

March 03, 2005

Ms. Brenda Bachert
Oconee County Parks, Recreation & Tourism
415 S Pine ST
Walhalla, SC 29691

Brenda
Dear Ms. Bachert:

The Department of Parks, Recreation, and Tourism wishes to extend congratulations on the approval of the following project(s) under the Park and Recreation Development Fund:

2005080 South Cove County Park Playground

Upon return of the signed agreement you may proceed with your project. Please reference the agreement document for dates when construction and bills are to be complete.

Enclosed you will find copies of the project agreement(s). Please review the document carefully, sign and return one copy to this office. Please feel free to call should you have any questions.

Sincerely,

Alesha C. Cushman

Alesha Cushman
Grants Administrator



The State of South Carolina, represented by the Department of Parks, Recreation, and Tourism, (hereinafter referred to as PRT), and The Project Sponsor, mutually agree to perform this agreement in accordance with the guidelines established by PRT, and with the terms, promises, maps, and assurances attached hereto and made part of this agreement.

The State of South Carolina promises to obligate the amount of money referred to herein. The Project sponsor promises to execute the project above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties involved:

- 1) The Project Sponsor agrees to operate the above described facilities in a nondiscriminatory manner with regards to race, color, creed, national origin, or handicap such that the general public is not prohibited except possibly during night hours when it might be deemed unsafe for use.
- 2) The Project Sponsor agrees to operate and maintain the above described facilities in a safe and useable manner for their intended purposes throughout the agreement period.
- 3) The Project Sponsor agrees to erect and maintain throughout the agreement period, a sign which credits the State and The Parks and Recreation Development Fund for assisting in the project.
- 4) In the event that any portion of this agreement applied to leased property, the Project Sponsor must provide PRT with an adequate lease to the subject property prior to the first billing request. And, if the lease is terminated for any reason prior to the expiration date of this agreement, the Project Sponsor agrees to relocate any improvements developed under this agreement to another site which would be open for public use. Any and all expenses for real estate, relocation and/or other expenses will be borne by the project sponsor.

In witness thereof, the parties hereto have executed this as of the date entered below.

The State of South Carolina

By *Marshall Jones*

Department of Parks,
Recreation and Tourism

Date 03-Mar-2005

Project Sponsor

By _____

Title: _____

Date _____

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 03/15/05
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

Armed Forces Tax Payment Deferral - Personal and Real Property

To extend the payment period for personal and real estate property tax for Military personnel serving in or near a hazardous duty zone.

BACKGROUND OR HISTORY:

- Reference: SC Code of Laws 12-39-360, SC Temporary Revenue Procedure #03-2. The State of South Carolina and the Federal IRS have also extended the due date for income tax payments by 180 days.
- The State Department of Revenue recommends statewide conformity of 180 days. Oconee County proposes to allow extensions to the 180-day period based on extenuating circumstances to be determined by the Auditor, Treasurer and Tax Collector.
- The undersigned elected officials, Councilman Lyles, County Administrator Ron Rabun, the Veterans Affairs Director and Tax Collector have all worked to refine this ordinance to benefit our servicemen and women who serve our country.

SPECIAL CONSIDERATIONS OR CONCERNS:

- This Ordinance will benefit those currently serving in or near a hazard military duty zone by extending the payment due date by 180 days for personal and real estate property tax.
- Additional extensions to the normal 180-day extension can be granted by the Auditor, Treasurer and Tax Collector due to extenuating circumstances including medical reasons.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

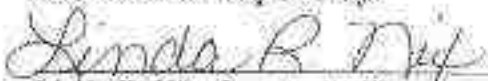
Adopt the ordinance on 3rd and final reading as recommended.

FINANCIAL IMPACT:

The loss of 15% penalty fees and delinquent tax costs. The Veterans Affairs Director estimates that approximately 200 Oconee residents are currently serving in a hazard combat zone.

ATTACHMENTS: SC Code of Laws 12-39-360, SC Temporary Revenue Procedure #03-2

Submitted or Prepared By:


Linda R. Nix, County Auditor


Linda A. Shogart, County Tax Collector


Anne C. Dodd, County Treasurer

Jerry Dyar, Veterans Affairs Director

Approved for Submittal to Council:

Reviewed By/ Initials


Ron H. Rabun, County Administrator
C. Clerk to Council

County Attorney

Finance

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2005-02

***AN ORDINANCE EXTENDING THE FILING & PAYMENT OF TAXES FOR
PERSONS SERVING IN THE ARMED FORCES OR NATIONAL GUARD IN
HAZARDOUS DUTY ZONES***

WHEREAS, the Oconee County Council wishes to extend the date for filing tax returns and the payment of property taxes for persons serving with the United States Armed Forces or National Guard in or near a hazardous duty zones; and

WHEREAS, the Department of Revenue allows the time for filing and paying the individual income taxes of affected military personnel and their spouses until 180 days after they leave the hazardous duty zone, allows penalties and interest due as a result of any extension be waived; and allows for the extensions during periods of hospitalization resulting from injuries or illness incurred while serving in or near a hazardous zone;

NOW THEREFORE, BE IT ORDAINED, that the Oconee County Council extends the date of payments of personal property and real estate taxes for persons serving with the United States Armed Forces or National Guard in or near a hazardous duty zone, including, but not limited to, combat zone areas as defined by the United States, to 180 days after they leave the combat area and waives any penalties and interest due as a result of the extension. Additional extensions may be granted during periods of hospitalization resulting from injuries or illness incurred while serving in or near a hazardous duty zone. Additional extensions to the normal 180 day extension may be granted by the Auditor, Treasurer and Tax Collector of Oconee County due to extenuating circumstances, including, but not limited to, medical reasons.

DONE AND RATIFIED on First Reading this _____ day of _____,
2005, by a vote of:

State of South Carolina
 Department of Revenue
 301 Gervais Street, P. O. Box 125, Columbia, South Carolina 29214

SC TEMPORARY REVENUE PROCEDURE #03-2

SUBJECT: Tax Relief for Military Personnel Serving in the Persian Gulf Area

EFFECTIVE DATE: Applies to all periods open under the statute.

SUPERSEDES: All previous advisory opinions and any oral directives in conflict herewith.

REFERENCES: S. C. Code Ann. Section 12-4-320(6) (Supp. 2000)

AUTHORITY: S. C. Code Ann. Section 12-4-320 (Supp. 2000)
 S. C. Code Ann. Section 1-23-102(4) (Supp. 2000)
 SC Revenue Procedure #03-1

SCOPE: The purpose of a Temporary Revenue Procedure is to provide immediate procedural guidance to the public and Department personnel. It is a written statement issued to assist in the administration of laws and regulations by providing guidance that may be followed in order to comply with the law. A Revenue Procedure is an advisory opinion; it does not have the force or effect of law and is not binding on the public. It is, however, temporary, and is binding on agency personnel only until superseded or modified by a change in statute, regulation, court decision, or advisory opinion.

By Executive Order No. 12744, the following Persian Gulf area locations (and airspace above) were designated as a combat zone beginning January 17, 1991:

- The Persian Gulf
- The Red Sea
- The Gulf of Oman
- The part of the Arabian Sea that is north of 10 degrees latitude and west of 68 degrees east longitude
- The Gulf of Aden; and
- The total land areas of Iraq, Kuwait, Saudi Arabia, Oman, Bahrain, Qatar, and the United Arab Emirates.

South Carolina Code Section 12-4-320(6) allows the Department to establish special tax relief procedures and assistance programs for military personnel, and states that the Department may:

For damage caused by war, terrorist act, or natural disaster or service with the United States armed forces or national guard in or near a hazard duty zone, extend the date for filing returns, payments of taxes, collection of taxes, and conducting audits, and waive interest and penalties.

The purpose of this advisory opinion is to summarize the special relief provisions available to military personnel stationed in the Persian Gulf area. The special tax relief procedures and assistance programs are available to military personnel serving in Iraq as part of "Operation Iraqi Freedom," military personnel serving in direct support of military operations in the Persian Gulf area combat zone and who qualify for special military pay for duty subject to hostile fire or imminent danger, and their spouses.

Extension of Time to File and Pay Taxes

The Department has extended the time for filing and paying the individual income taxes of affected military personnel and their spouses until 180 days after they leave the Persian Gulf area combat zone. These tax relief provisions also apply during any period of hospitalization resulting from injuries or illness incurred while serving in these areas.

Documentation Required Upon Filing a Return

A taxpayer filing a return extended under the provisions of this document should attach to the back of the return a copy of his or her military orders establishing participation. Further, "Operation Iraqi Freedom" should be written across the top of the tax return.

Penalties and Interest

The Department will waive any penalties and interest due as a result of any extensions or suspension of collection activities granted under this document. Penalties and interest due as a result of the failure to pay estimated taxes will be waived for any estimated taxes due while the individual taxpayer is participating in Operation Iraqi Freedom in the Persian Gulf area combat zone.

Penalties and interest will be assessed, however, if the income tax returns are not filed or taxes paid by the extended due date authorized by the Department. The Department will review all other tax liabilities with respect to penalties and interest on a case-by-case basis.

If a taxpayer is inadvertently assessed failure to file or pay penalties or interest which are waived pursuant to this document, the taxpayer should submit a request for waiver in writing. The request and any documentation should be sent to:

Problems Resolution Office
P.O. Box 11189
Columbia, South Carolina 29211-1189
Attn: Operation Iraqi Freedom

Collection Activities

The Department will suspend the enforced collection of any assessed liability of a taxpayer participating in Operation Iraqi Freedom in the Persian Gulf area combat zone during the time period the taxpayer is serving in these areas if the assessed liability is (1) the sole obligation of the taxpayer or (2) the joint obligation of the taxpayer and his or her spouse. The Department will review all other tax liabilities with respect to the possible suspension of enforced collections on a case by case basis.

The Department will reinstate collection activities of any assessed liabilities suspended pursuant to this document within a reasonable time after the taxpayer returns from service in the Persian Gulf area combat zone, but no sooner than 180 days beyond the period of service in these areas as part of Operation Iraqi Freedom.

Combat Pay

South Carolina has adopted Internal Revenue Code Section 112 which excludes certain combat pay from the definition of "gross income." To the extent that combat pay is exempt from federal income tax, the combat pay will also be exempt from South Carolina income tax.

Taxpayer Assistance

Other State Taxes: Other South Carolina tax matters concerning military persons and their families affected by Operation Iraqi Freedom will be reviewed by the Department on a case by case basis.

Additional assistance may be obtained at the Department's Taxpayer Service Centers listed below.

Charleston	3 Southpark Circle, Suite 202	(803) 852-3600
Columbia	301 Gervais Street	(803) 898-5000
Florence	1452 West Evans Street	(843) 661-4850
Greenville	211 Centary Drive	(864) 241-1200
Rock Hill	454 S. Anderson Rd., Suite 202	(803) 324-7641

County Property Taxes: Questions concerning county property taxes should be addressed to the individual counties.

Federal Income Tax: A copy of Internal Revenue Service Publication 3, "Armed Forces' Tax Guide," can be found on the IRS website at: <http://www.irs.gov/pub/irs-pdf/p3.pdf>.

In addition, the Internal Revenue Service has established a toll-free number, 1-866-562-5227, that military personnel and their spouses who are affected by the combat zone rules may call to discuss any federal income tax matter.

SOUTH CAROLINA DEPARTMENT OF REVENUE

s/Burnet R. Maybank III
Burnet R. Maybank III, Director

March 28, 2003
Columbia, South Carolina

SECTION 12-4-320. Permissive powers and duties: rules, regulations, rulings, decisions; agreement or compromise as to taxpayer liabilities

The department may:

- (1) make rules and promulgate regulations, not inconsistent with law, to aid in the performance of its duties. The department may prescribe the extent, if any, to which these rules and regulations must be applied without retroactive effect;
- (2) upon written application, determine the tax effects of transactions and the tax liability of taxpayers, upon facts furnished to it, and it may revoke or modify the rulings if the facts should develop differently later. The department, in its discretion, may publish these rulings. This publication may be in brief hypothetical form so as to give all pertinent facts and decisions without violating the provisions of Section 12-54-240;
- (3) compromise any tax, interest, or penalty imposed by this title or other law assigned to it and may return to the owner, in whole or in part, any goods seized or confiscated;
- (4) enter into a written agreement with a person with regard to a tax liability. If the agreement is approved by the director, it is final and conclusive and the case may not be reopened by administrative or judicial action or otherwise, except in cases of fraud, misfeasance, or misrepresentation;
- (5) publish its findings and decisions in all controversies resolved by it. This publication may be in brief hypothetical form so as to give all pertinent facts, decisions, and reasons without violating the provisions of Section 12-54-240;
- (6) for damage caused by war, terrorist act, or natural disaster or service with the United States armed forces or national guard in or near a hazard duty zone, extend the date for filing returns, payments of taxes, collection of taxes, and conducting audits, and waive interest and penalties.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 15, 2005
COUNCIL MEETING TIME: 3:00 p.m.

ITEM TITLE OR DESCRIPTION:

Proclamation – to proclaim the Month of March 2005 as "Purchasing Month" in Oconee County.

BACKGROUND OR HISTORY:

The South Carolina Association of Governmental Purchasing Officials Chapter of the NIGP and other professional purchasing associations engage in efforts, during the month of March, to inform the public about the importance of the role played by the purchasing profession in business, industry and government.

SPECIAL CONSIDERATIONS OR CONCERNS:

None.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

For Council to sign a Proclamation declaring the month of March as "Purchasing Month".

FINANCIAL IMPACT:

None.

ATTACHMENTS:

None.

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

Purchasing Month

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION**

WHEREAS, the purchasing and materials professions play a significant role in the efficiency and effectiveness of both government and business; and

WHEREAS, purchasing and materials management professionals, through their combined purchasing power spend billions of dollars every year and so have a significant influence upon economic conditions throughout the world; and

WHEREAS, the South Carolina Association of Governmental Purchasing Officials Chapter of the NIGP and other professional purchasing associations throughout the world engage in special efforts, during the Month of March, to inform the public about the importance of the role played by the purchasing profession in business, industry and government.

NOW HEREBY, the Oconee County Council proclaims the Month of March 2005 as **"Purchasing Month"** in Oconee County.

Adopted on first and final reading this 15th day of March 2005 as evidenced by the hand of the Chair of the Oconee County Council and the attest of the Clerk to Council.

H. Frank Ables, Jr., Chair
Oconee County Council

Attest:

Opal O. Green
Clerk to Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: 3/15/05
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Briefing update for the central, countywide recreation complex.

BACKGROUND OR HISTORY:

At the July 20, 2004 Council meeting Greg Brock, Athletic Director, presented to Council a preliminary plan to construct a recreation complex as prioritized as an action item in the Recreation Master Plan which was presented to Council by Dr. Grant Cunningham of Clemson University in the summer of 2003. Acting Administrator, Harry Hamilton, and Council charged the County Recreation Department with the task of determining community, leadership and business interest in the construction of a multi-purpose recreation complex to be located somewhere in the geographic center of Oconee County. Said facility and grounds could include the following facilities and services: Olympic size competition swimming pool, a heated therapy exercise pool for the elderly, infirm, or disabled persons; multipurpose hardwood courts and classrooms (basketball, volleyball, aerobics, dance) indoor walking track, fitness room, meeting rooms, outside softball/baseball fields, soccer fields, tennis courts, and a "civic center" type facility.

Since that time Mr. Brock has visited and worked with various parties, including the cities, Oconee Memorial Hospital, The Oconee School District, The Tribble Center, Oconee Library System, civic groups, athletic leagues, surrounding county and city recreation facilities, and the "citizens for Oconee Recreation Center" grassroots organization headed by Mrs. Pat Bourneau. There is a substantial interest from many groups in a central recreation complex that can be used by the entire county.

SPECIAL CONSIDERATIONS OR CONCERNS:

A range of costs for a facility as described can vary. Depending on size, amenities included, phases of construction, if a "civic center" is included, the cost of construction can range from \$4 million to \$6 million. The costs can be broken down into construction phases and spaced over a few years. Funding would likely have to come from a combination of sources such as: county government, state and federal grants, city contributions, other public agencies such as the hospital, and school board, and private donations of land and cash. The plan should be broken into 3 phases with construction of the indoor facilities as phase 1, the civic center as phase 2, and the outdoor fields as phase 3. The planning, design, fund-raising, and construction process for phase 1 of a project such as this is likely to take 3 years, from beginning to end. And if this project is officially adopted and sponsored by the County Council, it should be designated as a multi-year capital project and be placed in the county's capital improvement budget with planning money and land purchase in year 1; design and grading money in year 2, phase one construction money in year 3, phase 2 construction money in year 4, and final phase construction money in year 5.

STAFF RECOMMENDATION:

Provide a staff briefing and receive questions or input from Council.

FINANCIAL IMPACT:

As described above, construction costs could run from \$4 - \$6 million. Projected operational costs could run around the \$400,000/yr, which can be offset by revenues of approximately the same, around \$400,000.

ATTACHMENTS:

Parts of original presentation from July 30, 2004 outlining costs and revenue projections.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:



Ron H. Rabun, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council



415 S. Pine Street
Wallace, North Carolina 29077
(843) 865-1465
parks@oconee.org

OCONEE COUNTY PARKS, RECREATION & TOURISM

Objective and Overview

Our objective is to create a place for the entire family to enjoy. Oconee County is growing at a rapid rate, with more people moving here in large numbers. We believe it is our obligation to offer opportunities to the community that encourages family participation. Recreation, along with church, is the primary mechanism that brings families together. While a family member is participating in a recreational activity other family members may enjoy different leisure interests at this recreation complex. We would like to offer something for everyone to promote good health and family togetherness. This complex will add to the quality of life for all Oconee citizens and will promote economic development by contributing to the attractions Oconee County has to offer. A recreation complex will add positive economic impact by bringing people to Oconee County who stay in local hotels, shop at local stores, and eat at local restaurants.

We want to provide more opportunities for recreation than exists now. Our goal is to complement the municipalities and communities programs and offer programming and facilities that are not available in Oconee at this time. We have no intention to compete with the Recreation Departments and have no interest in pulling programming away from them. We want to offer something that all departments will benefit from and utilize. The municipalities cannot build a recreation complex like this at this time. But if they ever do, their objective will naturally be to serve their own municipal residents, and rightfully so. An Oconee County Recreation Complex will serve everybody in the municipalities and communities.

- Phase 1 Indoor facility to include:
- 8 - lane lap pool to meet minimum specs for competition
 - 40 ft. by 40 ft. therapy pool
 - Walking track
 - 4000 sq. ft. exercise room
 - 2 basketball courts
 - 1 aerobics/dance room
 - 6 meeting rooms
 - 2 locker rooms/showers
 - Kitchen and concessions area
- Phase 2 Addition of a civic center type facility, sq. foot to be determined, a large open floor plan with stage
- Phase 3 Outdoor facility to include:
- 4 softball/baseball fields with common press box and concessions
 - 2 soccer/football fields with common press box and concessions
 - Walking trail around perimeter
 - 4 tennis courts
 - Playground
 - Picnic shelters



4555 Peachtree
Wayland, North Carolina 27689
(919) 489-1458
parks@ococountyga.com

OCONEE COUNTY PARKS, RECREATION & TOURISM

The Bad News

The dollar figures we are presenting are ballpark figures. We are basing the estimate on construction costs of the complexes I have visited and conversations with different project managers of the complexes. We are also basing these costs for the indoor portion on construction cost for this type of building at 560 per sq. foot, as per standard construction costs. Outdoor portion costs are based on similar recent completed complexes and projections of projects not yet complete.

Cost to build:

.5 million for the purchase of 60 acres of land in the area I have proposed.

.25 million for grading.

(I cannot know until a site is chosen, and to see what in-county resources are available to help defer costs)

2 - 2.5 million to build the indoor facility at 41,500 sq. feet

Add **1 million** if we add the civic center as part of the indoor facility at 20,000 sq. feet

2 million for the outdoor facilities.

TOTALS: 5 to 6 million, depending on how much we build, and if a Civic Center is included

In comparison:

Central/Clemson indoor center cost **2.1 million** initially, with **.5 million** upgrade.

Anderson outdoor facility cost **4 million**, but was built with more "features" than we would need and with lots of "extras" that added a lot of cost.

Stephens Co. GA TOTAL facility, indoor and outdoor, cost **3.5 million**.



1115 Highway 16
Walhalla, South Carolina 29687
Phone 853-1488
park@occonee.com

OCCONEE COUNTY PARKS, RECREATION & TOURISM

Revenues, Operational Costs, and Staffing

The numbers we are presenting for operational costs and revenue were obtained from similar facilities in our area. Staffing figures are based on interviews with other departments with those amenities. There are several ways to generate revenue with a recreation complex. Memberships to the pool and fitness center will be sold and day use fees will be collected. Rentals of facilities, leasing fees from field and gym use, booking fees for hosting tournaments, concessions sales, and registration fees for non-sport programs, classes, and camps will also increase revenue.

Revenues:

Clemson/Central generated revenue of \$473,000 this past year. **This recreation facility brings in more than it cost to operate.** They projected to break even in 5 years after construction, but achieved that goal in 2 years.

Lexington Co. brought in revenue of \$125,300 in the smaller facility and \$496,600 in the larger one.

Anderson Sports Complex generated \$124,000 in revenue this past year. This is almost equal to operational costs not including salaries.

Operational Costs:

Clemson/Central operates with \$468,000/yr, including salaries.

Stephens Co., GA operates with \$521,000/yr including salaries. Stephens Co. programs organized youth sports, so their costs are much higher than we would have.

Lexington Co. operates one leisure center with \$272,000/yr and another with \$574,000/yr. These both include salaries. One facility is larger than the other.

Anderson Sports Complex operates on \$127,000/yr not including salaries, \$227,000/yr including salaries. They have four employees.

Proposed Staffing:

- Director
- Asst. Director - Athletic Director
- Secretary
- Grounds and Maintenance Manager

Park Staff can assist and prisoners can cut grass and maintain facilities. I believe we can operate this complex with most existing PRT staff. We may have to add one or two people for grounds maintenance. We will have to add part-time staff to work the desk, lifeguards for the pool, fitness supervisors, and other instructors. Most of these will be paid from what we generate in revenue with registration fees.

- Designate a maximum of \$30,000 in the supplemental budget ordinance (current) to develop conceptual drawings and plans for the construction of a recreational center in 3 phases and present to this council for consideration at the 2nd council meeting in June, or 90 days from now.
- Phase 1 will focus on an indoor aquatic facility to include an Olympic-sized lap pool, a warm water therapy pool, exercise facilities with free-weights, circuit equipment and aerobic/dance/gymnastics space.
- Phase 2 will develop outdoor recreational fields, on site or part of a network coordinated with existing municipal facilities with the long range goal of attracting major athletic tournaments on a year-round basis, filling our hotels and restaurants... producing immediate economic impact.
- Phase 3, if deemed necessary, will develop meeting, conference, and catering space for large events, such as graduations, wedding receptions and other revenue generating activities.
- That private/corporate funding be sought to cover 1/3 to 2/3 of the cost of land acquisition, planning, engineering and furnishing.
- That membership fees be assessed to cover the costs of day to day operation and maintenance.
- That this council consider and possibly add at least 1 mil in tax to be designated exclusively for County Recreation.
- That this council also consider and identify a source of funding for the expansion of the Seneca Library at its current location, taking advantage of the City of Seneca's offer of adjoining property.

Victor (Vic) Galfano
Oconee Memorial Hospital
VP, Professional Services
To address County Council regarding
project 3/15/05

January 12, 2005

Mr. Greg Brock
Athletic Director of Oconee County
415 South Pine Street
Walthalla, SC 29691

Dear Mr. Brock:

We are pleased to inform you that the Oconee Memorial Hospital Board of Directors voted unanimously at its last meeting to endorse the proposed Oconee County Recreation Center to be located between Seneca and Westminster.

The Board accepted the recommendation of its Strategic Planning Committee to support the proposed Center and believes that having such a facility in Oconee County would enhance the wellness of our communities. Additionally, the hospital is excited to consider the opportunities for patient therapy and rehabilitation that would be possible at the Center.

The Oconee County Recreation Center will play an important role in the future health of the citizens of Oconee County and we are delighted to give you our wholehearted support for this endeavor.

Sincerely,



Archie I. Barron
Chairman
OMH Board of Directors



Jeanne L. Ward
President and CEO
Oconee Memorial Hospital

IMPORTANT NOTICE

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* Your email address will be removed prior to submitting to Oconee County Council.

NAME	ADDRESS	CITY	ZIP	EMAIL (optional *)
Jacob M. Amerson	128 Tall Oak Trail	Seneca S.C.	29678	Ramerson@aol.com
Rosaline Amerson	118 Tall Oak Trail	Seneca S.C.	29678	Ramerson@aol.com
Samantha Birns	724 Fall Oak Trail	Seneca S.C.	29678	Sdgirns@live.com
Shane Birns	724 Fall Oak Trail	Seneca S.C.	29678	Sdgirns@live.com
James D. C. Iers	724 Fall Oak Trail	Seneca S.C.	29678	
Martha Green	624 Fall Oak Trail	Seneca S.C.	29678	mly051@hollandsouth.net
Bob Green	624 Fall Oak Trail	Seneca S.C.	29678	
Shane Smith	700 Tall Oak Trail	Seneca S.C.	29678	
Wesley Smith	700 Tall Oak Trail	Seneca S.C.	29678	
Kelley Parton	30 Cedar Ln Rd	Westminster, SC	29693	
John Hill	231 Franklin Rd	Westminster SC	29693	
Frank McCreary	414 Tall Oak Trl	Seneca S.C.	29678	Frankmccreary@aol.com
John Smith	317 Tall Oak Trl	Seneca S.C.	29678	
John Smith	417 Tall Oak Trl	Seneca S.C.	29678	
William Blackman	190 N. Spruce Rd	Seneca S.C.	29678	
Edna A. Harbin	1520 RETURN CH. ROAD	Seneca S.C.	29678	
Haskell Harbin	1520 RETURN CH. ROAD	Seneca S.C.	29678	
Ed Lester	110 Moon Ln	Westminster S.C.	29693	edster@aol.com
Allison Martin	1611 Mountain Rd	Westminster, SC	29693	amartin@johncoll.com
David Martin	676 Mountain Rd	Westminster, SC	29693	Martin@johncoll.com
William Martin	5650 West Oak Hill	Westminster S.C.	29693	
Julie Martin	5630 W Oak Hill	Westminster	29693	972-118500
Art Martin	5630 W Oak Hill	Westminster	29693	
Don Mize	665 Sunbeam Rd	Seneca, SC	29678	
David Brown	424 Brown Lane Rd	Seneca, SC	29678	
Michael Cantrell				
Paul Mulholland	407 Emerald E. St			
Brandon Sobczak	1102 Thatcher Rd	Seneca S.C.	29678	
Lewis Rogers	491 Oak Creek Rd	Seneca S.C.	29678	
Lynne Rogers	491 Oak Creek Rd	Seneca S.C.	29678	
Edna Moore	819 Tall Oak Trail	Seneca S.C.	29678	
Shirley Moore	619 Tall Oak Trail	Seneca S.C.	29678	
John S. Smith	711 Tall Oak Tr	Seneca S.C.	29678	

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NAME	ADDRESS	CITY	ZIP	EMAIL (optional *)
James J. Rudy	712 Tall Oak Trail	Seneca SC	29678	jimrudy@earthlink.net
Mary D. Rudy	712 Tall Oak Trail	Seneca SC	29678	jimrudy@earthlink.net
Glenda S. Walker	1002 Wilwood Ct	Seneca SC	29678	walker@earthlink.net
G. Walker	100 E. Wildwood Ct	Seneca SC	29678	
Ken George	1016 Raven Point	Seneca SC	29678	KenGeorge@msn.com
Gene Stearn	174 W. Bay View Dr	Seneca SC	29678	101STEARN@earthlink.net
Marilyn Chandler	109 Hotshot Dr	Seneca SC	29678	
Carolyn Brown	4018 Longhorn Ave	Seneca	29678	
James E. Hutchins	3901 Fairway Loop	Seneca	29678	
Robert J. Paul	350 N. Bayshore Dr	Seneca	29678	506-5510
Howard Johnson	685 James Dr	Seneca	29678	973-3236
EVORA WATTS	514 N. Cherokee Terrace	Seneca	29678	
Judy Law	206 Pine View Ct	Seneca	29678	
J. Thomas	104 War Woman Trail	Seneca	29678	
Robert Kneeling	160 Korum Way	Seneca	29678	
PAUL R. PORTER	1400 LAWRENCE DR	Seneca	29678	
CAROLYN MERRILL	417 SPORTSMAN DR	Seneca	29678	
Max Orr	235 MAX DR	Seneca, SC	29678	
LORIE MERRILL	417 SPORTSMAN DR	Seneca	29678	
Kathleen	516 Sunnyside Rd	Seneca	29678	kathleen@bayetts.com
Jane A. Fickling	127 Millard Dr	Westminster, SC		
Elizabeth Harkness	329 Blackhawk Rd	Westminster, SC		
Tammy Epperson	340 Collins Rd	Saluda, SC	29676	
David Orr	110 Patterson Ridge Rd	Saluda	29676	
Cheryl Fowler	105 Foothills Dr	Walhalla, SC	29681	
W. James Boat	10 S. Timber Lane Dr	Walhalla		
W. James Boat	10 S. Timber Lane Dr	Walhalla		
Wendi Duff	210 N. Clayton Circle	Walhalla, SC	29681	
Robert C. Boy	105 Timber Lane Dr	Walhalla, SC	29681	
Simon E. Kneeling	704 James Way Dr	Seneca, SC	29678	
David Higgins	235 Broadway Dr	Westminster, SC	29676	
Gary DeWitt	718 Tall Oak Tr	Seneca, SC	29678	
Daniel DeWitt	718 Tall Oak Trail	Seneca, SC	29678	

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NAME	ADDRESS	CITY	ZIP	EMAIL (optional *)
Robert C. Smith	411 Tall Oak Trl	Seneca SC	29678	
Justine Pierce	14090 S Radio Station Rd	Seneca SC	29678	
Kevin G. B. S. ZIN	106 OAK FOREST TR	Seneca SC	29678	
Donna A. GIBSON	106 OAK FOREST TR	Seneca SC	29678	
LARRY G. BROWN	211 SAM BROWN RD	Seneca SC	29678	
JERRI GIBSON	211 SAM BROWN RD	Seneca SC	29678	
BRANDON WILLIAMS	119 OAK FOREST TR	Seneca SC	29678	
BRANDY WILLIAMS	119 OAK FOREST TR	Seneca SC	29678	
John PERRY	114 Oak Forest Trl	Seneca, S.C.	29678	
Sylvia Perry	114 Oak Forest Trl	Seneca, S.C.	29678	
Geary Moore	170 Oak Forest Trl	Seneca SC	29678	
Robert Moore	100 Oak Forest Trl	Seneca SC	29678	
Benny Moore	107 OAK FOREST TR	Seneca SC	29678	
Dilly Moore	101 Oak Forest Tr	Seneca SC	29678	
Van Young	3201 West Oak Hwy	Westminster, SC	29679	
DUSTY YOUNG	3201 West Oak Hwy	Westminster, SC	29679	
Thelma K. WARE	600 Tall Oak Trl	Seneca, SC	29678	
Jimmie L. WARE	600 Tall Oak Trl	Seneca, SC	29678	
JASON NICHOLS	605 Tall Oak Trl	Seneca SC	29678	
TIMOTHY CHESTNUT	600 Tall Oak Trl	Seneca	29678	
Robin Chestnut	600 Tall Oak Trl	Seneca	29678	
Ann Smith	496 OAK CR RD	Seneca, S.C.	29678	
Carla JONES	130 Sunny Dell	Seneca, SC	29678	
Gene Ramsey	230 CHIEF LN	WESTMINSTER, SC	29679	
Franky J. H. W.	5163 West Oak Hwy	Westminster, SC	29679	
John Bullinger	130 OAKCREAK RD	Seneca	29678	
Bonny Bullinger	130 OAKCREAK RD	Seneca, SC	29678	
Orville Bullinger	121 OAKCREAK RD	Seneca, SC	29678	
Helen Campbell	135 Oak Ch. Rd	Seneca, SC	29678	
Sally	103 Berkeley Dr	Seneca, SC	29678	
Lisa Clark	103 Berkeley Dr	Seneca SC	29678	
John H. HATTON	211 OAKCREAK RD	Seneca, SC	29678	
Chad HATTON	211 OAKCREAK RD	Seneca, SC	29678	

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NAME	ADDRESS	CITY	ZIP	EMAIL (optional *)
Errol E. King	518 Oak Creek Rd	Seneca	29678	
Michael C. King	53a Oak Creek Rd	Seneca	29678-5014	
David L. King	551 Sam Brown Rd	Seneca, SC	29678	
Wasa Spearman	225 Sam Brown Rd	Seneca, SC	29678	
Yvonne	225 Sam Brown Rd	Seneca	29678	
William A. Paulina	1060 Rutan Church Rd	Seneca	29678	
David S. Slaughter	1060 Rutan Church Rd	Seneca	29678	
Robert	670 Sam Brown Rd	Seneca	29678	
Cheryl Oberst	670 Sam Brown Rd	Seneca	29678	
James W. King	382 Sam Brown Rd	Seneca	29678	
Frances King	382 Sam Brown Rd	Seneca	29678	
Theresa King	448 Sam Brown Rd	Seneca	29678	
James King	448 Sam Brown Rd	Seneca	29678	
Wendell Smith	600 Sam Brown Rd	Seneca	29678	
Angie Smith	" " " "	" "	" "	
Frances Bibb	1271 Greenfield Rd	Westminster, SC	29673	
Marilyn Bibb	1271 Greenfield Rd	Westminster, SC	29673	
Ty Rouse	108 Red Cardinal	Seneca	29672	
Richard H. Hobb	180 Sutherland	Westminster	29673	
Brenda E. Collins	" " " "	Westminster	29673	
Kyran Haley	1025 Exchange Rd	Westminster	29673	
Cliff J. Giff	804 Greenfield Rd	Westminster	29673	
John J. Giff	672 Giffers Dr	Townville		
Ann Kay	210 Oak Creek Rd	Seneca, SC	29678	
Constance R.	210 Oak Creek Rd	Seneca, SC	29678	
Sharon Mayne	300 Evergreen Dr	Walhalla	29691	
James E. Mayne	300 Evergreen Dr	Walhalla	29691	
Debra K. Cooper	733 Picket Post Dr	Walhalla	29691	
Robert McLean	208 Evergreen Dr	Walhalla	29691	
William R. Coyle	209 Evergreen Dr	Walhalla	29691	
Patricia	215 Evergreen Dr	Walhalla	29691	
John S. Miller	1213 Evergreen Dr	Walhalla	29691	
Mc and Mrs. Curtis	Westminsterland	215 Evergreen Dr	Walhalla, SC	

Patricia M. Bonneau
10016 Fairview Church Road
Seneca, SC 29672
Telephone: 864-882-8834
Email: pghonneau@aol.com

March 15, 2005

Ms. Opal Green
Clerk to Oconee County Council
415 South Pine Street
Walhalla, SC 29691

SUBJECT: PETITIONS COLLECTED BETWEEN JULY 2004 – MARCH 2005

Dear Ms. Green:

We weren't sure if you'd been given copies of all the petitions regarding the proposed Recreation Center; therefore, we've included a complete set (16 pages). Hopefully, there are no duplicates. Please add petitions to your files.

Emails addresses have been blacked out as requested by participants.

Thank you,



Pat Bonneau
Citizens for the Oconee Recreation Center

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NAME	ADDRESS	CITY	ZIP	EMAIL (optional)
Donham Griffin	304 Apple Dr.	Seneca	SC	29672
Wanda L. Capps	303 Clark View Dr	Seneca	SC	29678
Susan Vanisoren	5100 Weyburn Lane	Seneca	SC	29678
Liam May	1595 Shiloh Rd	Seneca		29678
Jamie Rodriguez	680 Laurelwood	Seneca, SC		29678
Morris Hill	667 Con Lane	Westminster, SC		29677
Cassie Howland	18028 Vermont Circle	Seneca, SC		29678
Cathy Crain	105 Melody Ln	Seneca		29678
Jenny Keaton	609 Evelyn Drive	Seneca, SC		29678
E. Elizabeth Howell	129 Honey Dr	Seneca, S.C.		29678
Neil Puritt	1618 Davis Creek Rd	Seneca		29678
Nancy Lange	201 Campbell Bridge Rd	Seneca	SC	29678
James & Susan Hill	501 Hillard Avenue	Seneca	SC	29678
John Lente	317 Low Dr	Seneca	SC	29678
Michelle Lente	317 Low Dr	Seneca	SC	29678
Mary Cole	1400 W. Main St	Seneca		29676
Jenny Paradise	605 Paradise Place	Seneca		29678
Janet Crane	100 Near Mile	Seneca	SC	29678
Stacy Hunt	1020 RILEY ST	Seneca	29672	
Bill & Glenn Bischof	1944 Iroquois Dr.	Seneca, SC		29672
FRANK MONTABUE	202 Greenbriar Dr	Seneca	SC	29678
Emily Wigg	413 Robin Way	Seneca, SC		29672
Kathleen Stuchess	201 Bismarck Dr	Seneca	SC	29672
John W. White	110 Bismarck Place	Seneca, SC		29678
Kimberly Madhaff	475 Singing Pines Rd	Seneca, SC		29678
Janis Madhaff	475 Singing Pines Rd	Seneca, SC		29678
Betty Williams	407 S. Cherry St.	Seneca, S.C.		29678
Kathy Kirby	301 Meadowbrook Dr.	Seneca	SC	29678
Terrie Mann	1028 Bay Park 123	Seneca	SC	29678
Sandra K. Davis	101 N. Lyndsky Pl.	Seneca	SC	29672

IMPORTANT NOTICEIMPORTANT NOTICE

We, the undersigned citizens of Oconee County strongly support the proposed Oconee Recreation Center, which includes a warm water pool and a cool water pool. The plans and proposed budget for this center will be presented to County Council on Tuesday, July 20th, at 3 pm at the County Administration Offices, 415 Pine St, Walhalla, SC. All persons who signed this petition are urged to attend this meeting and to bring anyone else along who supports the concept.

NAME	ADDRESS	EMAIL
Rubie Hughes	2601 Bardot Ln Seneca	XXXXXXXXXX
Sally Rogers	20 Westwind Ct. Seneca	XXXXXXXXXX
Margaret Workman	406 E. Crescent Dr. Seneca	
Chris Ezell	212 Valley Creek Dr. Westminster	
James Ezell	212 Valley Creek Dr. Westminster	
Jill Browning	325 FoxFire Ct. Seneca	
Walt Browning	325 FoxFire Ct. Seneca	
Lisa & Hank	200 Wyman Way Seneca	
Lang Hank	200 Wyman Way Seneca	
Elaine Wilson	11 Craig Ln, Salem	
Dorcy Wilson	11 Craig Ln. Salem	
Cybil Costello	14011 Opalia Dr. Seneca	
Merry Costello	14011 Opalia Dr. Seneca	
Scilla Parkey	330 Tabernaumont Ln, Seneca	
Dorena Pfau	233 Holson St Westminster	
Cheryl Satterfield	139 Neadia Dr. Walhalla, SC 29691	
Idlene Brannaman	13029 Brillard Blvd Seneca, SC 29672	
Tom Brannaman	same as above	
Tom & Wilma Coulter	561 Pineview Rd Seneca 29672	
Thomas P. Sauter	531 Pennington Rd Seneca 29672	
Jennifer S. Ernst	111 Country Lane Rd Walhalla 29691	

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NAME	ADDRESS	CITY	ZIP	EMAIL (optional *)
PATRICIA Kelley	785 Pickett Post Rd	Walhalla	29691	
MARILYN Jones	1324 Fabres Dr.	Walhalla	29691	
TERRY McENZIE	150 HARBIN RD	WESTMINSTER	29693	
Danielle Dimitroff	133 Quiet Ridge	Seneca	29688	XXXXXXXXXX
Joan Chapman	361 Starr Cracker	Seneca	SC 29686	
Thomas Williams	315 Shovell Dr	Seneca	SC 29682	
Bonnie Thrasher	785 Thrasher Ln	Seneca	SC 29688	
Alicia Williams	125 Freedom Dr	Zelphalle	SC 29687	
Jennifer Cope	49 Oak Street Apt 7	Greenville	SC 29631	
Lori Norton	475 Chance Valley Rd.	Tennessee	SC 29686	
Paula Fackham	344 Hargett Dr	Seneca	SC 29688	
Dorey Albright	PO Box 561	Walhalla	29691	
Dr. Fred Ford	1516 Blue Ridge Blvd	Seneca	SC 29682	
Grandy Miller	13000 Hickory Lane	Seneca	SC 29688	
Ann Strubbs	108 Dorian Court	Seneca	SC 29688	
Tracy Kays	348 Long Beach Dr	Seneca	SC 29686	
Dorothy Balthus	411 WATER SCOTT LANE	WESTMINSTER	29693	
Mary Marshall	211 Miller Farm Rd.	Westminster		
Pat Miller	6 IRON PLANT DR	SALEM	SC 29676	
MARLENE	111 Triangle Dr.	Seneca	SC 29672	
Dr. Foy	250 W. Holladay	Walhalla		
Caroline Campbell	603 W. Main St	Walhalla	SC 29694	
Jane Thomas	100 Harwood Way	Walhalla	SC 29691	
Miller Bullock	539 Iron Plant	Westminster		XXXXXXXXXX
Dana Nepper	111 Judy Dr.	Seneca	SC 29688	XXXXXXXXXX
Kim Newton	157 St. 11 Water St	Seneca	SC	XXXXXXXXXX
Donna	140 HARBIN RD	WESTMINSTER	SC 29693	
SHARL FORTN	301 WOODLAND AVE	SENECA	SC 29686	
Alice Wilson	1802 Sycamore Hwy	Seneca	SC	
Joan	220 Canal Rd	Seneca	SC	
Travis Kelly	108 Locust St	Westminster		
ANGELA W LONG	2000 Longmill Rd	Westminster	SC 29693	XXXXXXXXXX
Michelle Miller	109 W. South Blvd	Seneca	SC 29688	

IMPORTANT NOTICEIMPORTANT NOTICE

We, the undersigned citizens of Oconee County strongly support the proposed Oconee Recreation Center, which includes a warm water pool and a cool water pool. The plans and proposed budget for this center will be presented to County Council on Tuesday, July 20th at 3 pm at the County Administration Offices, 415 Pine St, Walhalla, SC. All persons who signed this petition are urged to attend this meeting and to bring anyone else along who supports the concept.

NAME ADDRESS EMAIL

Glenn Anderson 10016 Clear St Seneca 29672
 Nancy & Bob Buse 307 Dawson Way, Seneca, SC 29672
 Carolyn M. Lane 428 Hailwell Ln, Seneca, SC 29672
 Tom Waldrop 1832 Sequoyia Way Seneca SC 29672
 Ann Warriner 230 Creechwood Ln, West Union St, 29676
 Joan Gray 310 Sakarida Dr. Seneca, SC 29672
 Robert Smith 220 Agatha Dr, Seneca SC 29672
 Carol Anderson White Herold Seneca SC 29672
 Ann Peterson Cornelia Dr Seneca, 29672
 Jean Merrill 10091 Maughan Dr Seneca 29672
 Pauline 10021 Maughan Park Seneca 29672
 Betty Bryant 10012 Fairhill Wood Ln Seneca 29672
 Roy & Camellia Rosenberg 546 Rabbit Ridge Rd Fair Play SC 29672
 Jeff Childress 105 Lakeview Dr., Easley SC 29672
 Phyllis Morgan 501 Ben Hilda Dr. Seneca SC 29678
 Monice Jones PO Box 683 Walhalla, SC 29691
 Donna Poston 1533 Enterprise Lane, Seneca SC 29672
 Suzanne Pruitt 417 Arbor Way, Seneca 29672
 Lynn Dobson 2661 Fox Run Rd., Seneca, SC 29672
 Jody Vaughan 384B Pickett Post Rd Walhalla 29691
 Madys Chastain 109 S. Maple St Walhalla SC 29691
 Pam Sanders 129 Barn Rd, Seneca, SC 29678
 Steve Meyer 501 Ben Hilda Dr. Seneca, SC 29678
 Kathleen & Tom Carlo 1622 S. Arlington Dr Seneca, SC 29672
 Chad & Janea Anderson 546 Rabbit Ridge Rd, Fair Play SC 29673
 Debra Rosenberg 546 Rabbit Ridge Rd Fair Play SC 29673

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NAME ADDRESS CITY ZIP EMAIL (optional)

Gina McCarty 3036 Woodale Cir Seneca 29678

Nicole Purdell 204 Ave Street Seneca 29678

Teresa S. [unclear] 1055 Summit St Seneca 29678

J. T. [unclear] 215 Fair Plains St Seneca 29678

Kanne Johnson 3019 Kcourse School Rd Seneca 29672

Bob Johnson 3017 Kcourse School Rd Seneca SC 29672

Bonnie Mrozinski 104 Betty Rd Seneca SC 29672

Carlos Johnson 401 Birch Hill Seneca SC 29678

Mitchell Bane 701 Box 214 Seneca 29675

John S. [unclear] Seneca 29672

Martina S. [unclear] 913 S. Depot Seneca 29678

Stephen F. Barnett 146 Riverview Dr. Clemson, SC 29671

Cecilia P. Cely 103 Pine St, Seneca 29678

Bertie Proctor 113 Pinner St, Seneca 29678

Dolly Wenge 109 Meadowbrook Dr - Seneca SC 29678

D. Stortev 203 Vivace St Seneca 29678

John [unclear] 11001 [unclear] Dr. Seneca SC 29678

Rich [unclear] 100 [unclear] Dr Seneca SC 29678

Suzette Atkins 200 University Dr Seneca SC 29678

Walter [unclear] 320 Sth [unclear] Rd Seneca 29672

Christie [unclear] 520 Cedarbrook Lane Seneca, S.C. 29678

Carol Young 1012 Hampton Dr Seneca 29678

C. A. GUYON 413 Ardmore Cir Seneca 29672

GRACE WHITE 1000 [unclear] Seneca 29678

LAUREL HARRIS 202 E. S. THIRD ST, SENECA 29678

SARAH [unclear] 115 Maple Ave Seneca 29678

Jasper [unclear] 106 Seven Oaks Dr, Seneca SC 29678

Kimberly [unclear] 300 Fernwood Dr Seneca SC 29678

Victoria [unclear] 209 E Ashton St Seneca SC 29678

Peter [unclear] 105 E Ashton St Seneca SC 29678

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NAME	ADDRESS	CITY	ZIP	EMAIL (optional *)
Lesley King	703 Steubling St	Seneca	29678	
Wendy Jordan	6120 N 7 th	"	"	
Fred & Neoma Benson	108 W. Inwood Ct	Seneca		
John & Lillian	5566 Highway 64	Seneca	29672	Mrs. Lillian, SC 29672
Ed Heron	445 West Fairchild	Seneca, SC		
Spillie Bradley	395 Snow Creek Rd	Seneca, SC		
Angie Emitter	2951 Old Creek Dr	Fair Play, SC	29643	
Jack Amel	510 Hoese Hwy	Walhalla		
Lila Ann Poole	401 Lawrence	Seneca, SC	29678	
Shirley Ann	100 Boggs Drive Lot 23	Seneca, SC	29678	
Shirley Ann	112 South St	Seneca	29678	
Kate C. Williams	323 Doctor West Drive	Seneca	29678	
Rachel L. Griffith	320 Main View Dr	Seneca	29672	
Dea Roberts	1876 Cedar Cove Rd		29672	
Margaret D. Hunt	714 Lakeside		29672	
Carlye Alton	430 Highway St	Walhalla	29673	
Charles H. Nelson	"	"	"	
Judy Carter	175 Winterbark Circle	Seneca	29678	
WALTER L. BORTON JR	601 New Horizon Dr		29677	
WIM KIM BORTON	"	"	"	
Linda Robinson	1522 Poplar St	Seneca	29672	
Bruce J. Hunt	757 Lakeside Dr	Seneca	29672	
Bernice Dickson	1095 Oak St	Seneca	29678	
Marcelle Frost	128 Pines	Seneca	29672	
Joe Quarta	206 Delphi Dr	Seneca	29672	
Paula Wainche	512 Palau Dr	Seneca	29678	
Jean VanWarmer	1210 Anderson St	West Union	29696	
Doris Bryant	170 Dues Street	Westminster	29683	
Jennifer King	100 Cain Rd	Seneca, SC	29643	
Shelley Egan	110 Farmers Lane	Fair Play, SC	29643	
Parrelah Hunt	515 Parrett Road	Seneca, SC	29678	

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NAME ADDRESS CITY ZIP EMAIL (optional)

- Mischelle Daniels 410 Myrtle St Seneca SC 29672
- SHARON LEE 10037 Koonce School Rd Seneca 29672
- Mike Foster 4 Middleburg Lane Seneca 29672
- Beardens Melody 169 Washington St Seneca SC 29672
- Cathy Tucker 813 Longwood Ave Seneca, SC 29672
- Regina Norritt 221 Colony Ln West Union, SC 29686
- Lisa Palmer 206 Madison Shores Dr Westminster SC 29693
- Brail Willie 340 Williams Farm Rd Westminster SC 29693
- Maryann Rochestis PO Box 714, West Union, SC 29686
- Kathy Baker 115 Herway Dr Seneca SC 29672
- Raye Mason 631 Macaw Lane Seneca, S.C. 29672
- Mary Jane 9031 Crystal Ln Seneca SC 29672
- Jean Alford 235 Meigs Rd Seneca SC 29672
- Kay Abernombie 220 Snead Rd Walhalla SC 29691
- Guthrie Dwight 103 Oakway Dr Seneca SC 29672
- Shannon Queen 345 Phillip Lear Rd Westminster 29693
- Diane Phillips 1008 Dr. Johns Rd Westminster SC 29693
- Donna Thompson 332 Seneca St Walhalla, SC 29691

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NAME	ADDRESS	CITY	ZIP	EMAIL (optional *)
Cebra Whitford	223 Sunrise Ridge	Westminster	29623	
James B. Bunker	281 PINEWOOD DR	SALEM, S.C.	29676	
Michael Williams	153 Charles Mitchell Rd	Walhalla SC	29691	
Mina Gosnell	724 S. Strickland St.	Seneca, S.C.	29678	
Charles Gosnell	724 S. Strickland St.	Seneca, S.C.	29678	
Boye Elias	111 Mellon Circle	Seneca	29678	
Dona Sally Oul	305 LAKE HOUSE LN	Seneca, SC	29672	
Taylor Dadd	1000 Hillsborough Dr Apt 24	Seneca, SC	29678	
Francis J. Lafaille		Westminster		
Linda Lafaille		Westminster		
Shank Holsinger	410 Piedmont St	Westminster	29693	
Dixie D. Korman	Dickinson Rd	Westminster	29693	
Van Harlow	2311 E Brown St	Seneca, S.C.	29678	
Tracie M Holden	103 S. Walnut St	Seneca, S.C.	29678	
Margaret HARRISON	116 Van Horn Evans Rd	Westminster		
Julia Lee	10223 Cornish Dr	Seneca SC	29672	
Bethany J. Korman	108 Magnolia Way	Seneca		
Arnold Quering	412 Woodfield	Seneca		
Christine Scott	302 Oak Haven	Seneca		scottc@sc.edu
Tom T. Priddy	1803 Woodlands Dr.	Seneca, SC	29678	
Donna Lee Stead	P.O. 603	Walhalla SC	29691	
Mollie Barton	278 Oak Grove Rd	Central SC	29630	molliebarton@sc.edu Fishery Director
Alan D. Patton	105 Wisperry Lane	Seneca, S.C.	29672	
Kolleen C. Lee	211 W 71 Ave	Westminster, S.C.	29693	kolleenlee@sc.edu
Maria Jackson	508 N. Hanger Rd.	Seneca	29672	
Bill J. Owsen	114 Lewis Rd.	Salery, SC	29676	
Ray Satchel	528 Wagon Creek	Seneca		
Dot Williams	700 Taylorwood Dr	Seneca		
Carol M. Jordan				1013 jordan@sc.edu
John Tankley	905 EMERALD DRIVE			
George D. Spear	1545 Wells Hwy	Seneca	29678	gspear@sc.edu
Stacy Shofar	200 E 3rd St.	Seneca, SC	29678	
Jean Bryant	251 Woodbine Ln	Westminster		

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NAME	ADDRESS	CITY	ZIP	EMAIL (optional *)
David Reynolds	1013 Woodman Rd	Dr. Seneca	SC 29672	
Bonnie McQueen	161 Betty Rd	Seneca	SC 29672	
Megan Johnson	3019 Keowee School Rd	Seneca	SC 29672	
Christina Johnson	3019 Keowee School Rd	Seneca	SC 29672	
Frank Taylor	380 Weldon Rd	Westminster	SC 29663	
Wendy Taylor	325 Edward Dr	Westminster	SC 29663	
Robert Taylor	325 Edward Dr	Westminster	SC 29663	
Tom Stewart	325 Edward Dr	Westminster	SC 29663	
	WESTMINSTER CTD	WESTMINSTER	29663	
Melissa Wilson	250 Ridgewood Dr	Westminster	29663	
Emma Young	243 Strathmore Way	Seneca	29672	
Shelby Galy	104 Windsor Way	Seneca	29672	
Jerry Eshank	146 E. Bluebonnet	Seneca	29672	
Dawn Minton	309 Schuster St	Wadswell	SC 29672	
Marilyn Gault	708 Longshore Ave	Seneca	SC 29672	
Patricia Munley	315 Alpine Dr	Seneca	SC 29672	
Jane A. Jones	209 Pine St	Seneca	29672	
Patricia	310 E. Seneca	Seneca	29672	
Wanda Paine	120 Friendly Dr	Seneca	SC 29672	
Kim White	505 Campbell Bridge Rd	Seneca	29672	

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NAME	ADDRESS	CITY	ZIP	EMAIL (optional *)
Alphonse B. Bantz		Westminster	29673	
JOE GRINSTEAD	3201 Tanker Street	Seneca	29678	
BOB GRINSTEAD	" " " "	" "	" "	
PAULINE U. BOSE				
TERRA BRADLEY		Seneca	29678	
CHRIS BRADLEY		Seneca	29678	
Harold Bose		Seneca	29678	
FLORINE KNOERR		Seneca	29672	
Vickey L. Elrod		Seneca	29678	
Shonda B. Bantz		Seneca	29678	
Tom Sumner		Seneca	29678	
Yvonne Ward		Seneca	29672	
Stephen G. Williams		Seneca	29678	
Melanie Hudson		Seneca	29678	
Carolyn King		Seneca	29676	
Ricky Smith		Seneca	29678	
Lat Dwyer		Seneca	29672	
Bob Dwyer		Seneca	29672	
Barbara A. Dwyer		Seneca	29678	
Jane Clark		Westminster	29677	
Walter Smith		Seneca	29691	
Ed Smith		Seneca	29691	
Tom Smith		Seneca	29673	
Jane A. Taylor		Westminster	29693	
Concetta Haggans		Seneca	29672	
Jeanne Mayfield		Westminster	29693	
Kimberly B. Henderson		Seneca	29675	
RITA THREAT		Seneca	29672	
James W. Spauld		Seneca	29676	
Shonda McDonald		Westminster	29693	
Virginia Mederski		Seneca	29672	
Kimberly Crumpton		Seneca	29672	

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NAME	ADDRESS	CITY	ZIP	EMAIL (optional *)
Rene Ydenak		Seneca	29674	
James Harrison	111 Cardiac Lane	Seneca	29672	
Bob & Susan	111 Cardiac Lane	Seneca	29672	
Bill Cooper	3 Commodore Dr.	Seneca	29676	
Tom Newman	15007 Gensler	Seneca	29672	
Fam Lambert	606 Personalien Pt	Seneca	29672	
Angela M. Rosta	315 Woodland Dr.	Seneca	29678	
Charles A. Rosta	315 Woodland Dr.	Seneca	29678	
Kay Miller	5001 14th Vermont	Seneca	29672	
Bianca Pitt	501 Rectory Dr.	Seneca	29672	
Kathy Pugh	810 Sanders Ct	Seneca	29672	
Lance Vase	110 W 34th St	Seneca	29678	
Toni Lakin	107 Roader Point Rd.	Fair Play	29643	
Darlene Bohm	114 Blackstone	Seneca	29672	
Betty Jolly	517 Sullivan Way	Seneca	29672	
Betty Robinson	12041 Millard Bend	Seneca	29672	
Tom & Paul	207 Cedar Creek	Seneca	29678	
Katharine Duvall	204 Cedar Creek	Seneca	29678	
Dot Morgan	722 W. Dixie Hwy Rd.	Seneca	29678	
Wallace Robinson	722 W. Dixie Hwy Rd.	Seneca	29678	
Margie Williams	200 Howard	Seneca	29672	
Cheryl & Cathy	PO Box 316	Seneca	29672	
Angela Jordan	108 Richard Creek	Westminster	29673	
Franklin	108 Richard Creek	Westminster	29673	
Sandra Smith	530 Potomac Ln.	Seneca	29678	
Carole Ross	110 Matthews Rd	Westminster	29673	
Susan Schmidt	211 Adams St.	Westminster	29673	
Mike MacLay	323 FORESTVIEW DR.	SENECA	29678	
Shirley M. Votel	P.O. Box 1026	Seneca	29672	
Lynn Sutherland	410 Horseshoe Dr.	Seneca	29678	
Robin Sutherland	410 Horseshoe Dr.	Seneca	29678	
Andre Stingers	105 Lintsey R. Cl.	Seneca	29678	

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NAME ADDRESS CITY ZIP EMAIL (optional)

Libby Imbody 384 Highlands Walthalla 29691
 Lori Sumner 311 Valley Dr Walthalla SC 29691
 John Moore 102 W. 2nd St. Rt. 11 Walthalla 29691
 Sandra Lytton 303 Hale Rd. Westminster 29693 (We need it badly!)
 Kaye Prager 388 Chapman St W. Union SC 29686
 Dorothy P. Brandt 604 S. Taylor St. Walthalla 29691
 Christine A. Todd P.O. Box 33 Long Creek, SC 29658
 Linda El Drayoshi 107 Stewartwell Pl. Hol. Seneca 29682
 Rebecca Daniels 339 Ridge Rd Seneca 29678
 Melvin St. Prayodi 132 Cedar Creek Circle Central, SC 29630
 Mary Brock P.O. Box 311 West Union, SC 29692
 Shirley Smith 1316 E. Orange Rd West Union, SC 29692
 Barbara McClinton 1412a Oak Dr. Seneca, SC 29678
 Denise Gump 103 2nd View Dr Walthalla, SC 29691
 Tony Edmonson 12015 N. Ridge Cr. Seneca, SC 29672

TO: Oconee County Council
FROM: Oconee Neuropathy Support Group
DATE: March 11, 2005
SUBJECT: Endorsement of plans to build a recreation center in Oconee County

We, the Oconee Neuropathy Support Group, ask Oconee County Council to proceed with the proposal to build a recreation center in Oconee County. We understand the indoor facility will include a warm-water therapy pool, an 8-lane lap pool, exercise equipment, an indoor walking track, several land aerobics rooms, as well meeting rooms, basketball courts, etc.

A bit of background on neuropathy: This term refers to a variety of diseases that affect the nervous system. The most common type is peripheral neuropathy. The peripheral nervous system is the communications network that transmits information from the brain and spinal cord (central nervous system) to every other part of the body. Symptoms include burning, tingling, numbness, painful cramps, muscle twitching and muscle loss.

Studies have shown regular exercise lessens impairment and provides a health-related improvement in quality of life for people with neuropathy. Care must be used with land-based exercises, which include impact with hard flooring (people with neuropathy may lose feeling in their extremities); however, water aerobics is excellent. The buoyancy water provides lowers impact on the spine and other joints, resulting in an effective, yet gentle, exercise.

Water exercises do more than offer physical conditioning. Water massages the body throughout the workout to improve circulation, particularly in the legs and feet. Because of this, water therapy can also lower water retention, thus helping to improve blood pressure and hypertension. It improves muscle tone. More calories are burned in water aerobics than in comparable land aerobics (land walking = 135 calories, deep water walking, 264 calories; jogging on land = 240 calories, deep water jogging = 340 calories). Thus, it also helps with weight loss and, as a result, can improve diabetes. Many people with neuropathy are diabetic.

We're not saying exercise will cure us. Obviously, heredity, diabetes and injury impact our illness; however, it will improve our quality of life. By providing this type of facility for citizens, you are making a big step in improving our life style and slowing the progress of our neuropathy.

For all of these reasons, we ask County Council to proceed with the proposed Oconee Recreation Center.

Thank you for considering this request.



Carolyn Brandt
Oconee Neuropathy Support Group

cc Pat Bonneau, 10016 Fairview Church Rd., Seneca, SC 29672
Greg Brock, 415 South Pine St., Walhalla, SC 29691

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NAME	ADDRESS	CITY	ZIP	EMAIL (optional *)
Sally Price	502 Highland	Seneca	29672	shprice@oconee.net
Carroll Grandt	142 Seneca National	West Union	29676	
Jean Korman	10000 Park Lane	Walhalla	29676	
Jane M. Ables	121 Hanning Dr	Seneca, SC	29672	
Nelle McAdams	"	"	"	
Ruth Ward	P.O. Box 55	West Union, SC	29676	
Deatrice Brantt	500 Goodwin Dr	Walhalla, SC	29671	
David Coffman	518 N Church St	Walhalla	29671	
Debbie York	715 Unity Church Rd	Westminster	29673	
Barbara Holmes	417 East Cliff Dr	West Union		
Ellen Brown	131 Cassidy Bridge Rd	West Union, SC	29676	
Anna Wright	118 Sherwood Drive	Walhalla	29671	
Beverly E. Ewe	119 Sherwood Dr	Walhalla	29671	
Hazel Phillips	Hammond Lane	Walhalla	29671	
Blana Nicholson	Walden Rest	SC	29667	
Glorias Hall	Walden Rest	SC	29667	
Elaine Stephens	Walhalla	SC	29671	
Andrea Williams	Iron Road	Walhalla	29671	
Alicia Wilson	Braver Road	Walhalla	29671	
Fred Braver	Walhalla	Walhalla	29671	
Jane Braver	Walhalla	Walhalla	29671	
Bob Ball	Salas, SC			
Bob Ball	Salas, SC			
Nelle Fowe	Braver Road	Walhalla		
Pat Fowe	1019 Fhotersack Rd	Seneca	29672	
Tommy Fowe	1111 Seneca	Seneca	29672	
Ruby Johnson	Stump Creek Landing	Seneca		
Kathy Logan	Knox Rd	Seneca		
Gary Logan	Knox Rd	Seneca		
Alan Johnson	Seneca, SC			
Scott Logan	Seneca, SC			
Candace Logan	Seneca, SC			

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NAME	ADDRESS	CITY	ZIP	EMAIL (optional *)
Ray Harrison		Walhalla	SC 29691	
Jenna Prater		Westminster	SC 29693	
Jeanette	316 Brewer Rd.	Walhalla	SC 29691	
Ken Nix	316 Brewer Rd.	Walhalla		
Cite City	103 Prince St.	Seneca	SC 29676	
Adrian McBride	1805 Westminster Hwy	Walhalla	SC	adrianD1@earthlink.net
John McBride	1805 Westminster Hwy	Walhalla	SC	
Mae G Foster	1809 Westminster Hwy	Walhalla	SC	
Ray Green	103 Mt View Dr	Walhalla	SC	
Ginny Green	103 Mt View Drive	Walhalla		
Dana Phyllis	228 Scribblebrook Rd	Walhalla	SC 29691	
Glady's Harbin		Walhalla	SC	
Linda Jenkins		Walhalla	SC 29691	
Wm P. Galvin		Walhalla	SC 29691	
Virginia Blackwell		Walhalla	SC	
Edna Sweet		Walhalla	SC	
Gary Sweet		Walhalla	SC	
Jean Pitts		Westminster	SC	
Matthew Pitts		Westminster	SC	
Exp Pitts		Westminster	SC	
Cerette Sanders		Seneca	SC	
Carolyn Pearson		West Union	SC	
Akara Werner		Seneca	SC	
o Matt Johnson		Seneca	SC	
Dr. Van		Seneca	SC	
Paul Metzfeld		Seneca	SC	
Ross Decker				
William J. Owens		Walhalla	SC 29691	
Michael Kelly		West Union	SC 29696	
Charles B. Owen		Walhalla	SC 29691	
Constance Muehlen		Walhalla	SC 29691	
W. B. Grant	140 scenic Heights Rd	West Union	SC 29696	

Oconee County Rural Fire Control
 254 Camp Rd.
 Walhalla, S.C. 29691
 Phone # (864)638-4220
 Fax # (864)638-4225

Ronald S. Butts - County Fire Chief

Mike E. Head - Deputy Fire chief

Price list for items requested by Haz-Mat Team

1 Roll 6 Mill Plastic 20'x100' roll		\$99.98
3 Boxes of purple latex gloves	\$8.50 each	\$25.50
2 Boxes 35 Gallon Trash Bags	\$15.75 each	\$31.50
3 Rolls Chem. Tape	\$16.20 each	\$48.60
5 Rolls Duct Tape	\$4.66 each	\$23.30
4 River City Suits	\$18.40 each	\$73.60
2 Pair Haz-Mat Boots	\$60.95	\$121.90
5 Tall Traffic Cones	\$16.20 each	\$81.00
10 Aluminized Blankets	\$9.75 5-pk	\$19.50
		\$524.88
	Tax	\$26.24
	Total	\$551.12

- Price above does not include shipping cost.